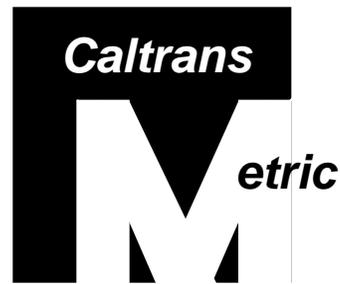


**** WARNING ** WARNING ** WARNING ** WARNING ****
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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND**

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

**SACRAMENTO COUNTY IN SACRAMENTO FROM 0.3 km
SOUTH TO 0.9 km NORTH OF THE AMERICAN RIVER BRIDGE**

DISTRICT 03, ROUTE 5

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

CONTRACT NO. 03-4A88U4

03-Sac-5-39.6/40.8

Federal Aid Project
ACIM-005-6(305)519E

Bids Open: October 3, 2000
Dated: August 14, 2000

OSD

IMPORTANT SPECIAL NOTICES

- The bidder's attention is directed to Section 5, containing specifications for "Disputes Review Board," of the Special Provisions, regarding establishing a Disputes Review Board (DRB) for the project.
- Attention is directed to the Notice to Contractor and Section 1, "Plans and Specifications," of the special provisions regarding references to the District and District Director's Office. The Office of the District Director for the Northern Region is located at Marysville.
- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **SURETY 2000**

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

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

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

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

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

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

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

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STANDARD PLANS LIST

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

| | |
|-------|--|
| A10A | Abbreviations |
| A10B | Symbols |
| A20A | Pavement Markers and Traffic Lines, Typical Details |
| A20B | Pavement Markers and Traffic Lines, Typical Details |
| A20C | Pavement Markers and Traffic Lines, Typical Details |
| A24A | Pavement Markings - Arrows |
| A24B | Pavement Markings - Arrows |
| A24D | Pavement Markings - Words |
| A24E | Pavement Markings - Words and Crosswalks |
| A62A | Excavation and Backfill - Miscellaneous Details |
| A62D | Excavation and Backfill - Concrete Pipe Culverts |
| A62DA | Excavation and Backfill - Concrete Pipe Culverts |
| A73A | Object Markers |
| A73B | Markers |
| A73C | Delineators, Channelizers and Barricades |
| A76A | Concrete Barrier Type 60 |
| A76B | Concrete Barrier Type 60 |
| A77A | Metal Beam Guard Railing – Typical Wood Post With Wood Block |
| A77B | Metal Beam Guard Railing - Standard Hardware |
| A77C | Metal Beam Guard Railing – Wood Post and Wood Block Details |
| A77D | Metal Beam Guard Railing – Typical Layouts |
| A77E | Metal Beam Guard Railing – Typical Layouts |
| A77FA | Metal Beam Guard Railing – Typical Line Post Installation |
| A77G | Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type SFT) |
| A77H | Metal Beam Guard Railing - Anchor Cable and Anchor Plate Details |
| A77J | Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments |
| A77L | Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment |
| A78A | Thrie Beam Barrier – Typical Wood Post With Wood Block |
| A78C | Thrie Beam Barrier – Posts, Blocks and Standard Hardware Details |
| A78I | Thrie Beam Barrier Connection to Concrete Barrier Type 60 |
| A85 | Chain Link Fence |
| A87 | Curbs, Dikes and Driveways |
| A88A | Curb Ramp Details |
| A88B | Curb Ramp Details |
| D73 | Drainage Inlets |
| D77A | Grate Details |
| D78 | Gutter Depressions |
| D79 | Precast Reinforced Concrete Pipe - Direct Design Method |
| D87D | Overside Drains |
| T1A | Temporary Crash Cushion, Sand Filled (Unidirectional) |
| T1B | Temporary Crash Cushion, Sand Filled (Bidirectional) |
| T2 | Temporary Crash Cushion, Sand Filled (Shoulder Installations) |
| T3 | Temporary Railing (Type K) |
| T7 | Construction Project Funding Identification Signs |

| | |
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| T10 | Traffic Control System for Lane Closure On Freeways and Expressways |
| T13 | Traffic Control System for Lane Closure On Two Lane Conventional Highways |
| T14 | Traffic Control System for Ramp Closure |
| T15 | Traffic Control System for Moving Lane Closure On Multilane Highways |
| T16 | Traffic Control System for Moving Lane Closure On Multilane Highways |
| T17 | Traffic Control System for Moving Lane Closure On Two Lane Highways |
| B6-21 | Joint Seals (Maximum Movement Rating = 50 mm) |
| B7-6 | Deck Drains - Types D-1 and D-2 |
| RS1 | Roadside Signs, Typical Installation Details No. 1 |
| RS2 | Roadside Signs - Wood Post, Typical Installation Details No. 2 |
| S1 | Overhead Signs - Truss, Instructions and Examples |
| S2 | Overhead Signs - Truss, Single Post Type - Post Types II Thru VII |
| S4 | Overhead Signs - Truss, Single Post Type - Structural Frame Members |
| S6 | Overhead Signs - Truss, Structural Frame Details |
| S7 | Overhead Signs -Truss, Frame Juncture Details |
| S8C | Overhead Signs - Truss, Sign Panel Mounting Details, Laminated Panel - Type A |
| S9 | Overhead Signs - Walkway Details No. 1 |
| S10 | Overhead Signs - Walkway Details No. 2 |
| S11 | Overhead Signs - Walkway Safety Railing Details |
| ES-1A | Signal, Lighting and Electrical Systems - Symbols and Abbreviations |
| ES-1B | Signal, Lighting and Electrical Systems - Symbols and Abbreviations |
| ES-2A | Signal, Lighting and Electrical Systems - Service Equipment |
| ES-2C | Signal, Lighting and Electrical Systems - Service Equipment Notes, Type III Series |
| ES-2D | Signal, Lighting and Electrical Systems - Service Equipment and Typical Wiring Diagram Type III-A Series |
| ES-4A | Signal, Lighting and Electrical Systems - Signal Heads and Mountings |
| ES-4B | Signal, Lighting and Electrical Systems - Signal Heads and Mountings |
| ES-4C | Signal, Lighting and Electrical Systems - Signal Heads and Mountings |
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| ES-7B | Signal and Lighting Standards - Type 1 Standards and Equipment Numbering |
| ES-8 | Signal, Lighting and Electrical Systems - Pull Box Details |
| ES-9C | Signal, Lighting and Electrical Systems - Electrical Details, Structure Installations |
| ES-13A | Signal, Lighting and Electrical Systems - Splicing Details |
| ES-15A | Sign Illumination - Mercury Vapor Sign Illumination Equipment |
| ES-15C | Sign Illumination - Sign Illumination Equipment |
| ES-15D | Sign Illumination - Sign Illumination Control |

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 03-4A88U4

03-Sac-5-39.6/40.8

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SACRAMENTO COUNTY IN SACRAMENTO FROM 0.3 km SOUTH TO 0.9 km NORTH OF THE AMERICAN RIVER BRIDGE

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on October 3, 2000, at which time they will be publicly opened and read in Room 0100 at the same address.

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

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN SACRAMENTO COUNTY IN SACRAMENTO FROM 0.3 km SOUTH TO 0.9 km NORTH OF THE AMERICAN RIVER BRIDGE

General work description: Existing bridge to be rehabilitated by repairing damaged concrete on hinges and girders and overlaying deck with polyester concrete.

This project has a goal of 13 percent disadvantaged business enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein.

A working day as defined in Standard Specifications, Sub-Paragraph (a), second paragraph of Section 8-1.06, "Time of Completion" is redefined for this project. In Sub-Paragraph (a), "Saturdays, Sundays and legal holidays" is revised to, "Legal holidays" only.

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

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

At the time this contract is awarded, the Contractor shall possess either a Class A license or a Class C-8 license.

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

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

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

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

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated August 14, 2000

MRS/DB

Contract No. 03-4A88U4

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

03-4A88U4

| Item | Item Code | Item | Unit of Measure | Estimated Quantity |
|-----------|-----------|---------------------------------------|-----------------|--------------------|
| 1 | 070010 | PROGRESS SCHEDULE (CRITICAL PATH) | LS | LUMP SUM |
| 2 | 070018 | TIME-RELATED OVERHEAD | WDAY | 240 |
| 3 | 071301 | TEMPORARY FENCE | M | 210 |
| 4 | 072006 | TEMPORARY SUPPORT | LS | LUMP SUM |
| 5 (S) | 120090 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM |
| 6 (S) | 120100 | TRAFFIC CONTROL SYSTEM | LS | LUMP SUM |
| 7 (S) | 120102 | TRAFFIC CONTROL SURVEILLANCE | LS | LUMP SUM |
| 8 (S) | 120151 | TEMPORARY TRAFFIC STRIPE (TAPE) | M | 26 200 |
| 9 (S) | 019419 | TRAFFIC PLASTIC DRUM | EA | 450 |
| 10 (S) | 120300 | TEMPORARY PAVEMENT MARKER | EA | 2620 |
| 11 (S) | 128650 | PORTABLE CHANGEABLE MESSAGE SIGN | LS | LUMP SUM |
| 12 | 129000 | TEMPORARY RAILING (TYPE K) | M | 11 300 |
| 13 (S) | 129100 | TEMPORARY CRASH CUSHION MODULE | EA | 200 |
| 14 | 150662 | REMOVE METAL BEAM GUARD RAILING | M | 46 |
| 15 | 150665 | REMOVE SINGLE METAL BEAM BARRIER | M | 190 |
| 16 | 150667 | REMOVE DOUBLE METAL BEAM BARRIER | M | 230 |
| 17 | 150710 | REMOVE TRAFFIC STRIPE | M | 11 400 |
| 18 | 150715 | REMOVE THERMOPLASTIC PAVEMENT MARKING | M2 | 48 |
| 19 | 150742 | REMOVE ROADSIDE SIGN | EA | 6 |
| 20 | 150771 | REMOVE ASPHALT CONCRETE DIKE | M | 430 |

| Item | Item Code | Item | Unit of Measure | Estimated Quantity |
|-----------|-----------|--|-----------------|--------------------|
| 21 | 150820 | REMOVE INLET | EA | 1 |
| 22 | 150859 | REMOVE ASPHALT CONCRETE OVERSIDE DRAIN | EA | 1 |
| 23 | 150870 | REMOVE CONCRETE DECK SURFACE | M2 | 3890 |
| 24 (S) | 151572 | RECONSTRUCT METAL BEAM GUARD RAILING | M | 31 |
| 25 | 152039 | RELAY ENTRANCE TAPER | EA | 1 |
| 26 (S) | 153103 | COLD PLANE ASPHALT CONCRETE PAVEMENT | M2 | 840 |
| 27 | 153214 | REMOVE CONCRETE CURB | M | 450 |
| 28 | 153223 | REMOVE UNSOUND CONCRETE | M3 | 440 |
| 29 | 153225 | PREPARE CONCRETE BRIDGE DECK SURFACE | M2 | 38 700 |
| 30 | 153235 | CLEAN BRIDGE DECK | M2 | 1670 |
| 31 | 048323 | CLEAN DRAINS | LS | LUMP SUM |
| 32 | 157560 | BRIDGE REMOVAL (PORTION) | LS | LUMP SUM |
| 33 | 160101 | CLEARING AND GRUBBING | LS | LUMP SUM |
| 34 | 190101 | ROADWAY EXCAVATION | M3 | 5520 |
| 35 | 190134 | ROADWAY EXCAVATION (GORE REMOVAL) | M3 | 200 |
| 36 | 190185 | SHOULDER BACKING | STA | 13 |
| 37 | 198001 | IMPORTED BORROW | M3 | 500 |
| 38 | 260201 | CLASS 2 AGGREGATE BASE | M3 | 5160 |
| 39 | 260210 | AGGREGATE BASE (APPROACH SLAB) | M3 | 42 |
| 40 | 390155 | ASPHALT CONCRETE (TYPE A) | TONN | 5710 |

| Item | Item Code | Item | Unit of Measure | Estimated Quantity |
|----------|-----------|---|-----------------|--------------------|
| 41 | 390165 | ASPHALT CONCRETE (OPEN GRADED) | TONN | 1290 |
| 42 | 391031 | PAVING ASPHALT (BINDER-PAVEMENT REINFORCING FABRIC) | TONN | 3 |
| 43 | 393001 | PAVEMENT REINFORCING FABRIC | M2 | 5780 |
| 44 | 394002 | PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) | M2 | 330 |
| 45 | 394044 | PLACE ASPHALT CONCRETE DIKE (TYPE C) | M | 19 |
| 46 | 394048 | PLACE ASPHALT CONCRETE DIKE (TYPE E) | M | 650 |
| 47 | 394049 | PLACE ASPHALT CONCRETE DIKE (TYPE F) | M | 20 |
| 48 | 415101 | CRACK EXISTING CONCRETE PAVEMENT | M2 | 4460 |
| 49 (S) | 420201 | GRIND EXISTING CONCRETE PAVEMENT | M2 | 410 |
| 50 | 510053 | STRUCTURAL CONCRETE, BRIDGE | M3 | 74 |
| 51 | 510087 | STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R) | M3 | 410 |
| 52 (F) | 510502 | MINOR CONCRETE (MINOR STRUCTURE) | M3 | 0.8 |
| 53 | 510800 | PAVING NOTCH EXTENSION | M3 | 10 |
| 54 | 511106 | DRILL AND BOND DOWEL | M | 18 |
| 55 | 511118 | CLEAN EXPANSION JOINT | M | 410 |
| 56 | 511124 | RAPID SETTING CONCRETE (PATCH) | M3 | 440 |
| 57 | 511130 | INJECT CRACK (EPOXY) | M | 83 |
| 58 | 515041 | FURNISH POLYESTER CONCRETE OVERLAY | M3 | 1920 |
| 59 (F) | 515042 | PLACE POLYESTER CONCRETE OVERLAY | M2 | 38 700 |
| 60 (S-F) | 515050 | GRIND BRIDGE DECK | M2 | 2440 |

| Item | Item Code | Item | Unit of Measure | Estimated Quantity |
|-------------|-----------|---|-----------------|--------------------|
| 61 (S) | 515074 | CORE CONCRETE (101 MM - 150 MM) | M | 14 |
| 62 (S) | 519120 | JOINT SEAL (MR 15 MM) | M | 140 |
| 63 (S) | 519124 | JOINT SEAL ASSEMBLY (MR 60 MM) | M | 89 |
| 64 (S) | 519127 | JOINT SEAL ASSEMBLY (MR 90 MM) | M | 46 |
| 65 (S) | 519142 | JOINT SEAL (MR 40 MM) | M | 60 |
| 66 (S) | 519144 | JOINT SEAL (MR 50 MM) | M | 200 |
| 67 (S-F) | 520102 | BAR REINFORCING STEEL (BRIDGE) | KG | 3087 |
| 68 (S-F) | 540102 | TREAT BRIDGE DECK | M2 | 1670 |
| 69 | 540109 | FURNISH BRIDGE DECK TREATMENT MATERIAL (LOW ODOR) | L | 670 |
| 70 (F) | 560218 | FURNISH SIGN STRUCTURE (TRUSS) | KG | 7850 |
| 71 (F) | 560219 | INSTALL SIGN STRUCTURE (TRUSS) | KG | 7850 |
| 72 | 566011 | ROADSIDE SIGN - ONE POST | EA | 5 |
| 73 | 019420 | ROADSIDE SIGN (BRIDGE RAIL MOUNTED) | EA | 4 |
| 74 | 568016 | INSTALL SIGN PANEL ON EXISTING FRAME | M2 | 20 |
| 75 | 650069 | 450 MM REINFORCED CONCRETE PIPE | M | 0.9 |
| 76 | 721008 | ROCK SLOPE PROTECTION (LIGHT, METHOD B) | M3 | 4 |
| 77 | 729000 | FILTER FABRIC | M2 | 2590 |
| 78 | 731501 | MINOR CONCRETE (CURB) | M | 450 |
| 79 | 731623 | MINOR CONCRETE (CURB RAMP) | M3 | 1.8 |
| 80 (S-F) | 750498 | MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE) | KG | 117 |

| Item | Item Code | Item | Unit of Measure | Estimated Quantity |
|-------------|-----------|--|-----------------|--------------------|
| 81 (S-F) | 750501 | MISCELLANEOUS METAL (BRIDGE) | KG | 25 100 |
| 82 | 820107 | DELINEATOR (CLASS 1) | EA | 25 |
| 83 | 820151 | OBJECT MARKER (TYPE L-1) | EA | 3 |
| 84 (F) | 048324 | BARRIER RAILING (TYPE 1) | M | 9 |
| 85 (S) | 839302 | SINGLE THRIE BEAM BARRIER (WOOD POST) | M | 110 |
| 86 (S) | 839311 | DOUBLE THRIE BEAM BARRIER (WOOD POST) | M | 12 |
| 87 (S) | 839547 | TERMINAL CONNECTOR (THRIE BEAM BARRIER) | EA | 1 |
| 88 (S) | 839565 | TERMINAL SYSTEM (TYPE SRT) | EA | 4 |
| 89 (S) | 839568 | TERMINAL ANCHOR ASSEMBLY (TYPE SFT) | EA | 4 |
| 90 | 839701 | CONCRETE BARRIER (TYPE 60) | M | 120 |
| 91 | 839703 | CONCRETE BARRIER (TYPE 60C) | M | 230 |
| 92 (S) | 840515 | THERMOPLASTIC PAVEMENT MARKING | M2 | 51 |
| 93 (S) | 840560 | THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE) | M | 7440 |
| 94 (S) | 840563 | 200 MM THERMOPLASTIC TRAFFIC STRIPE | M | 1940 |
| 95 (S) | 840564 | 200 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 3.66 M - 0.92 M) | M | 1550 |
| 96 (S) | 840570 | 100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 10.98 M - 3.66 M) | M | 8820 |
| 97 (S) | 840571 | 100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 5.18 M - 2.14 M) | M | 69 |
| 98 (S) | 850111 | PAVEMENT MARKER (RETROREFLECTIVE) | EA | 1330 |
| 99 (S) | 019421 | SIGNAL AND LIGHTING (MODIFY) | LS | LUMP SUM |
| 100 (S) | 861504 | MODIFY LIGHTING AND SIGN ILLUMINATION | LS | LUMP SUM |

| Item | Item Code | Item | Unit of Measure | Estimated Quantity |
|------|-----------|--------------|-----------------|--------------------|
| 101 | 999990 | MOBILIZATION | LS | LUMP SUM |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 03-4A88U4

SECTION 1. SPECIFICATIONS AND PLANS

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

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

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

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

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, P.O. Box 911, Marysville, CA 95901, Attn: NRCO/Contract Administration Engineer, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

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

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:

1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 13 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

| | |
|---|---|
| <p>Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:</p> <hr/> <p>Triaxial Management Services, Inc. - Oakland</p> <p>1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792</p> | <p>Districts 08, 11 and 12:</p> <hr/> <p>Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108</p> |
| <p>Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:</p> <hr/> <p>Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128</p> | <p>Districts 01, 02, 03 and 09:</p> <hr/> <p>Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173</p> |

2-1.02B SUBMISSION OF DBE INFORMATION

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

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

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

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written

confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

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

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

This work shall be diligently prosecuted to completion before the expiration of **240 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$2100 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

A working day as defined in Standard Specifications, Sub-Paragraph (a), second paragraph of Section 8-1.06, "Time of Completion" is redefined for this project. In Sub-Paragraph (a), "Saturdays, Sundays and legal holidays" is revised to, "Legal holidays" only.

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

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

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

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

5-1.015 LABORATORY

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

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

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

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

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

5-1.04 PUBLIC SAFETY

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

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

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.07 YEAR 2000 COMPLIANCE

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

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

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

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of

these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

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

5-1.09 SUBCONTRACTING

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

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

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

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.12 DISPUTE REVIEW BOARD

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this special provision shall be considered as an essential prerequisite to filing a claim, for arbitration or for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished dispute hearings and reports. After acceptance of the contract, disputes or potential claims that the Contractor wants to pursue that have not been settled, shall be stated or restated, by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may resort to arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier claims not actionable against the State as specified in these special provisions. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

The DRB shall consist of one member selected by the State, one member selected by the Contractor, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as DRB Chairperson.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.
- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. The members shall discharge their responsibilities impartially and as an independent body considering the facts and circumstances related to the matters under consideration, applicable laws and regulations, and the pertinent provisions of the contract.

The State and the Contractor shall select their respective DRB members, in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB member along with the prospective member's written disclosure statement.

Before their appointments are final, the first 2 prospective DRB members shall submit complete disclosure statements to both the State and the Contractor. The statement shall include a resume of the prospective member's experience, together with a declaration describing past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this

construction contract, including, but not limited to, relevant subcontractors or suppliers to the parties, the parties' principals or the parties' counsel. The DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the parties to the contract. Either the Contractor or the State may object to the others nominee and that person will not be selected for the DRB. No reason need be given for the first objection. Objections to subsequent nominees must be based on a specific breach or violation of nominee responsibilities under this specification. A different person shall then be nominated within 14 Days. The third DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment. Either party may reject any of the 3 prospective DRB members who fail to fully comply with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and herein. A copy of the Dispute Review Board Agreement is included in this special provision.

The first duty of the State and Contractor selected members of the DRB is to select and recommend prospective third member(s) to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 14 days of the notification.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 14 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 members are unable to agree upon a recommendation within the 14 day time limit allowed in the preceding paragraph. In the event of an impasse in selection of the third DRB member, the State and the Contractor shall each propose 3 candidates for the third position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 14 days of the parties' concurrence in the selection of the third member. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute Contract Change Orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses.

Service of a DRB member may be terminated at any time with not less than 14 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor members for the removal of the third member.
- D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 14 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications, including provision of applicable cost documentation; or file written protests or notices pursuant to Section 4-1.03A, "Procedure and Protest," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.
- B. The Engineer will respond, in writing, to the Contractor's written protest or notice within 14 days of receipt of the written protest or notice.
- C. Within 14 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved.
- E. The Contractor, by failing to submit the written notice of referral of the matter to the DRB, within 21 days after receipt of the State's written reply, waives future claims on the matter in contention.
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 14 days prior to the date the DRB is scheduled to convene the hearing for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB will not consider evidence not furnished in conformance with the terms specified herein.
- G. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its reports, including minority opinion, if any, and submit them to the parties within 30 days of the DRB hearing, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the Contract and the actual costs and time incurred as shown on the Contractor's cost accounting records.
- H. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- I. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- J. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB.
- K. The State or the Contractor shall not call members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.

- L. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.
- M. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

DISPUTES INVOLVING SUBCONTRACTOR CLAIMS

For purposes of this section, a "subcontractor claim" shall include any claim by a subcontractor (including also any pass through claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

- A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims.
- B. The Contractor shall include, as part of its submission pursuant to Step 4 above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor claim. The Contractor shall submit a certification that the subcontractor claim is acknowledged and forwarded by the Contractor. The form for these certifications are available from the Engineer.
- C. At any DRB meeting on a dispute that includes one or more subcontractor claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor claim to assist in presenting the subcontractor claim and to answer questions raised by the DRB members or the Department's representatives.
- D. Failure by the Contractor to declare a subcontractor claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through claims) at the time of submission of the Contractor's claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor claim.
- E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims; (c) agree that, to the extent a subcontractor claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor claims between the subcontractor(s) or supplier(s) and the Contractor that is not actionable by the Contractor against the Department.

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

_____,
(Contractor Appointee)

_____,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute which is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute hearings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 6 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and claims.

The STATE's representative will prepare minutes of all regular meetings and circulate them for revision and approval by all concerned.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The DRB shall determine the time and location of DRB hearings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. If the matter is not urgent, it may be scheduled for the time of the next scheduled DRB visit to the project. For an urgent matter, and upon the request of either party, the DRB shall meet at its earliest convenience.

Normally, hearings shall be conducted at or near the project site. However, any location which would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these hearings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the hearing begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB hearings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute hearings and all other DRB activities. The parties shall have a representative at all hearings. Failure to attend a duly noticed meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members may ask questions, seek clarification, or request further data from either of the parties. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. Claims shall not necessarily be computed by merely subtracting bid price from the total cost of the affected work. However, if claims are based on the "total cost method," then, to be considered by the DRB, they shall be supported by evidence furnished by the CONTRACTOR that (1) the nature of the dispute(s) makes it impossible or impracticable to determine costs with a reasonable degree of accuracy, (2) the CONTRACTOR's bid estimate was realistic, (3) the CONTRACTOR's actual costs were reasonable, and (4) the CONTRACTOR was not responsible for the added expenses. As to claims based on the CONTRACTOR's field or home office accounting records, those claims shall be supported by an audit report of an independent Certified Public Accountant unless the contract includes special provisions that provide for an alternative method to calculate unabsorbed home office overhead. Any of those claims shall also be subject to audit by the DRB with the concurrence of the parties. In large or complex cases, additional hearings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute hearings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After hearings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB chairman shall complete and furnish a summary report to the DRB Program Manager, Construction Program, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully-informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 14 days. This AGREEMENT will be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents which are or may become necessary for the DRB to perform their function. Pertinent documents are drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS

DRB members may resign from the DRB by providing not less than 14 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power, in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

By: _____

Title: _____

DRB MEMBER

By: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

By: _____

Title: _____

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

Title: _____

5-1.125 FORCE ACCOUNT PAYMENT

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

Attention is directed to "Overhead" of these special provisions.

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

| Cost | Percent Markup |
|------------------|----------------|
| Labor | 28 |
| Materials | 10 |
| Equipment Rental | 10 |

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

The above markups, together with payments made for time-related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor. Full compensation for all overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity of time-related overhead pursuant to "Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.13 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

| ITEM CODE | ITEM |
|-----------|---|
| 390155 | ASPHALT CONCRETE (TYPE A |
| 390165 | Asphalt Concrete (Open Graded) |
| 391031 | Paving Asphalt (Binder-Pavement Reinforcing Fabric) |

The compensation payable for asphalt concrete and paving asphalt (binder-pavement reinforcing fabric) will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 5 percent (Iu/Ib is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete or paving asphalt (binder-pavement reinforcing fabric) (or both) is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 1.05) Ib$$

- C. For a decrease in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 0.95) Ib$$

D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and used as a binder for pavement reinforcing fabric rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used as a binder for pavement reinforcing fabric plus the quantity of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from any moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$37,900.
- D. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

5-1.14 AREAS FOR CONTRACTOR'S USE

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

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

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

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

5-1.15 PAYMENTS

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

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

- A. Clearing and Grubbing \$2,250.00

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment

purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

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

- A. Pavement reinforcing fabric
- B. Joint seal assemblies
- C. Bar reinforcing steel
- D. Miscellaneous metal
- E. Filter fabric
- F. Railings
- G. Metal barriers

5-1.16 PREVENTION OF SWALLOW NESTING

It is anticipated that swallows may try to nest on the Richards Boulevard Undercrossing, Bridge Number 24-250 L/R and the American River Bridge, Bridge Number 24-0068 L/R, between March 1st and August 1st. The Contractor is responsible for prevention of swallow nesting in accordance with these special provisions.

If bridge work will begin prior to March 1st and swallows are not nesting, as determined by the Engineer, the Contractor may prevent the swallows from nesting, by removing the existing nests and/or new nests as they are built. The Contractor shall either place netting across the underside of the bridge to prevent the swallows from reaching the bridge to build new nests or remove new nests daily or as necessary to prevent successful nesting. Once the swallows are nesting, as determined by the Engineer, all work that results in the disturbance of the swallows or their nests will be suspended by the Engineer in accordance with Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications, until all swallow nesting is complete.

If bridge work will begin after March 1st, but prior to August 1st, the bridge will be inspected by the Engineer for evidence of swallow nesting. If the swallows are nesting, the swallows or their nests shall not be disturbed. Work that results in the disturbance of the swallows or their nests shall be suspended by the Engineer in accordance with Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications, until all swallow nesting is complete.

If bridge work will begin after August 1st, and swallows are still nesting, work which will not destroy swallows or their nests will be permitted. This work may consist of coring through the bridge deck for edge drain and concrete bolster construction, constructing the detour for routing traffic onto the southbound bridge and constructing the access ramps for dewatering the stream channel.

Full compensation for conforming to these requirements shall be considered as included in the contract prices for the various items of work involved and no separate payment will be made therefor.

5-1.17 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at the Northern Region Construction Office at 379-A Colusa Highway, Yuba City, California 95991.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1601.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.18 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the project is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board Waiver of Waste Discharge Requirements has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the waiver may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at the Northern Region Construction Office, 379-A Colusa Highway, Yuba City, California 95991.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

5-1.19 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS

The location of the project is within an area controlled by the U.S. Army Corps of Engineers. A U.S. Army Corps of Engineers Permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at the Northern Region Construction Office, 379-A Colusa Highway, Yuba City, California 95991.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

5-1.20 ENVIRONMENTALLY SENSITIVE AREAS

Attention is directed to the areas designated on the plans as "Environmentally Sensitive Area" (ESA) and to State and Federal regulations which may pertain to such areas. These areas are to be protected and no entry by the Contractor for any purpose will be permitted unless specifically authorized in writing by the Engineer.

The Contractor shall take precautionary measures to ensure that his forces do not enter or disturb these areas, including giving written notice to his employees and subcontractors.

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

5-1.21 STRUCTURE REPAIR ASBESTOS-CONTAINING MATERIAL

Asbestos-containing material (ACM), as defined in Section 1529, "Asbestos," of the Construction Safety Orders, Title 8, of the California Code of Regulations, is present within the structure. Potential asbestos-containing material (PACM) is also suspected as being present in the bearing pads of the original structure.

Permits- The Contractor shall notify the California Air Resource Board, Compliance Division, 2020 'L' Street, Sacramento, CA 95814, Attn. Francis Mateo, as required by NESHAP, 40CFR Part 61, and California Air Resources Control Board rules. A copy of the notification form and attachments shall be provided to the Engineer prior to submittal to the Air Resource Board. Notification shall take place a minimum of 10 days prior to structure repair (renovation notification is needed when 80 linear meters, 15 square meters, or one cubic meter when the material has not been previously measured).

Testing of PACM shall be done when the first bearing pads are opened. A minimum of four (4) samples shall be taken of PACM prior to removal or disturbance of PACM in the locations noted above. If in the structure repair process, PACM is made friable or damaged, this material shall be covered or sealed until sample results confirm or clear the material of asbestos. Sample analysis shall be by a laboratory registered by the state of California using Polarized Light Microscopy (PLM). Sample results shall be transmitted to the Engineer prior to any PACM removal.

Removal and management of ACM/PACM- All work shall be performed by a contractor who is registered pursuant to Section 6501.5 of the Labor Code and certified pursuant to Section 7058.6 of the Business and Professions Code. Asbestos removal shall conform to Cal-OSHA requirements in Title 8 Sections 1529 and 341. Packaging, storage, transporting, and disposing of ACM shall conform to Title 22, Division 4, Chapter 30

All friable material shall be removed in a manner which conforms to OSHA work practice requirements. All non-friable ACM shall be removed and handled to prevent breakage. Non-friable ACM such as asbestos cement pipe shall be disposed of to a landfill facility permitted to take asbestos containing products.

Safety- Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety during any work that results in disturbance of ACM shall conform to Section 1529, "Asbestos," of the Construction Safety Orders, Title 8, of the California Code of Regulations. Written notification of exposure monitoring results shall be submitted to the Engineer upon its completion. Any required written certification of the adequacy of alternative work practices shall be submitted to the Engineer before performing any work. The Contractor shall certify in writing that the personnel performing the work have completed a training program appropriate for the work involved.

The requirements of subsection (d), "Multi-Employer Worksites," of Section 1529, "Asbestos," of the Construction Safety Orders, Title 8, of the California Code of Regulations shall be observed during performance of the work. This shall not be construed as relieving the Contractor from the Contractor's responsibilities as provided in Section 8-1.01, "Subcontracting," of the Standard Specifications.

Payment- Full compensation for conforming to the requirements of this section shall be considered as included in the contract price paid for the items involved and no additional compensation will be allowed therefor.

Removal and disposal of potential asbestos containing material (PACM) will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

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

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

| METRIC SIZE SHOWN ON THE PLANS mm x thread pitch | IMPERIAL SIZE TO BE SUBSTITUTED inch |
|---|---|
| M16 x 2 | 5/8 |
| M20 x 2.5 | 3/4 |
| M22 x 2.5 | 7/8 |
| M24 x 3 | 1 |
| M27 x 3 | 1-1/8 |
| M30 x 3.5 | 1-1/4 |
| M36 x 4 | 1-1/2 |

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82

| METRIC SIZE SHOWN ON THE PLANS mm ² | US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch ² x 100 |
|---|--|
| MW9 | W1.4 |
| MW10 | W1.6 |
| MW13 | W2.0 |
| MW15 | W2.3 |
| MW19 | W2.9 |
| MW20 | W3.1 |
| MW22 | W3.5 |
| MW25 | W3.9, except W3.5 in piles only |
| MW26 | W4.0 |
| MW30 | W4.7 |
| MW32 | W5.0 |
| MW35 | W5.4 |
| MW40 | W6.2 |
| MW45 | W6.5 |
| MW50 | W7.8 |
| MW55 | W8.5, except W8.0 in piles only |
| MW60 | W9.3 |
| MW70 | W10.9, except W11.0 in piles only |
| MW80 | W12.4 |
| MW90 | W14.0 |
| MW100 | W15.5 |

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

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

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

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

- (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and
- (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

| METRIC SIZE SHOWN ON THE PLANS mm | EQUIVALENT IMPERIAL SIZE inch |
|--------------------------------------|----------------------------------|
| 6, or 6.35 | 1/4 |
| 8 or 7.94 | 5/16 |
| 10, or 9.52 | 3/8 |
| 11, or 11.11 | 7/16 |
| 13 or 12.70 | 1/2 |
| 14, or 14.29 | 9/16 |
| 16, or 15.88 | 5/8 |
| 19, or 19.05 | 3/4 |
| 22, or 22.22 | 7/8 |
| 24, 25, or 25.40 | 1 |
| 29, or 28.58 | 1-1/8 |
| 32, or 31.75 | 1-1/4 |
| 35, or 34.93 | 1-3/8 |
| 38 or 38.10 | 1-1/2 |
| 44, or 44.45 | 1-3/4 |
| 51, or 50.80 | 2 |
| 57, or 57.15 | 2-1/4 |
| 64, or 63.50 | 2-1/2 |
| 70 or 69.85 | 2-3/4 |
| 76, or 76.20 | 3 |
| 83, or 82.55 | 3-1/4 |
| 89 or 88.90 | 3-1/2 |
| 95, or 95.25 | 3-3/4 |
| 102, or 101.60 | 4 |

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

CONVERSION TABLE FOR WIRE

| METRIC THICKNESS SHOWN ON THE PLANS mm | EQUIVALENT USA STEEL WIRE THICKNESS inch | GAGE NO. |
|--|--|----------|
| 6.20 | 0.244 | 3 |
| 5.72 | 0.225 | 4 |
| 5.26 | 0.207 | 5 |
| 4.88 | 0.192 | 6 |
| 4.50 | 0.177 | 7 |
| 4.11 | 0.162 | 8 |
| 3.76 | 0.148 | 9 |
| 3.43 | 0.135 | 10 |
| 3.05 | 0.120 | 11 |
| 2.69 | 0.106 | 12 |
| 2.34 | 0.092 | 13 |
| 2.03 | 0.080 | 14 |
| 1.83 | 0.072 | 15 |
| 1.57 | 0.062 | 16 |
| 1.37 | 0.054 | 17 |
| 1.22 | 0.048 | 18 |
| 1.04 | 0.041 | 19 |
| 0.89 | 0.035 | 20 |

CONVERSION TABLE FOR PIPE PILES

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

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

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

CONVERSION TABLE FOR NAILS AND SPIKES

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

CONVERSION TABLE FOR IRRIGATION COMPONENTS

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

8-1.02 APPROVED TRAFFIC PRODUCTS

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

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

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

Retroreflective With Abrasion Resistant Surface (ARS)

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

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
 - B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
 - C. Stimsonite, Model 944SB (51 mm x 100 mm)*
 - D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*
- *For use only in 114 mm wide (older) recessed slots

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIALS

Permanent Traffic Striping and Pavement Marking Tape

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

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

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

Preformed Thermoplastic (Heated in place)

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

Removable Traffic Paint

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

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

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

Special Use Flexible Type, 1700 mm

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

Surface Mount Flexible Type, 1200 mm

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

CHANNELIZERS

Surface Mount Type, 900 mm

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

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

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

OBJECT MARKERS

Type "K", 450 mm

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

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

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

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

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

Non-Impactable Type

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

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

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

CONCRETE BARRIER DELINEATORS, 400 mm

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

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

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

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

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

- A. Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

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

Wood Post Type, 686 mm

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

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

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

Barrels and Drums

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

Barricades: Type I, Engineer Grade

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

Barricades: Type II, Super Engineer Grade

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

Signs: Type II, Super Engineer Grade

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

Signs: Type III, High-Intensity Grade

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

Signs: Type IV, High-Intensity Prismatic Grade

- A. Stimsonite Series 6200

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

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

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

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

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Sign panels for roadside signs and overhead sign structures.
- B. Hardware for mounting sign panels as follows:
 - 1. Closure inserts.
 - 2. Aluminum bolts and nuts and steel beveled washers for mounting laminated sign panels on overhead sign structures.
 - 3. Aluminum bolts, nuts, and washers for mounting overhead formed panels.
- C. Non-reflective green ID strips.

8-1.04 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.
- Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
 - Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

| Use | Cementitious Material Content (kg/m ³) |
|---|---|
| Concrete which is designated by compressive strength: | |
| Deck slabs and slab spans of bridges | 400 min., 475 max. |
| Roof sections of exposed top box culverts | 400 min., 475 max. |
| Other portions of structures | 350 min., 475 max. |
| Concrete not designated by compressive strength: | |
| Deck slabs and slab spans of bridges | 400 min. |
| Roof sections of exposed top box culverts | 400 min. |
| Prestressed members | 400 min. |
| Seal courses | 400 min. |
| Other portions of structures | 350 min. |
| Concrete for precast members | 350 min., 550 max. |

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.

- Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.
- Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

90-2.01 PORTLAND CEMENT

- Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.
- "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.
- B. The autoclave expansion shall not exceed 0.50 percent.
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.

The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.

The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:.

90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:
 - A. Chemical Admixtures—ASTM Designation: C 494.
 - B. Air-entraining Admixtures—ASTM Designation: C 260.
 - C. Calcium Chloride—ASTM Designation: D 98.
 - D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.
- Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

| Sieve Sizes | Percentage Passing | |
|-------------|--------------------|---------------------|
| | Operating Range | Contract Compliance |
| 9.5-mm | 100 | 100 |
| 4.75-mm | 95-100 | 93-100 |
| 2.36-mm | 65-95 | 61-99 |
| 1.18-mm | X ± 10 | X ± 13 |
| 600-µm | X ± 9 | X ± 12 |
| 300-µm | X ± 6 | X ± 9 |
| 150-µm | 2-12 | 1-15 |
| 75-µm | 0-8 | 0-10 |

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

90-4.02 MATERIALS

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:
 - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
 - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.
 - The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.
 - The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:
 - A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
 - B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
 3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
- C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

90-5.02 PROPORTIONING DEVICES

- Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.
- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.
- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.
- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5

percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.

- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

- Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

- Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.

- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

- The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

- When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.

- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
- B. Single box and scale indicator for all aggregates.
- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03A PROPORTIONING FOR PAVEMENT

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.
 - The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.
 - The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
 - The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.
 - When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
 - Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
 - When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
 - The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

- Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
 - Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement

to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.

- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.
- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

| Type of Work | Nominal Penetration (mm) | Maximum Penetration (mm) |
|------------------------------------|--------------------------|--------------------------|
| Concrete pavement | 0-25 | 40 |
| Non-reinforced concrete facilities | 0-35 | 50 |
| Reinforced concrete structures: | | |
| Sections over 300 mm thick | 0-35 | 65 |
| Sections 300 mm thick or less | 0-50 | 75 |
| Concrete placed under water | 75-100 | 115 |
| Cast-in-place concrete piles | 65-90 | 100 |

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of

additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

90-9.01 GENERAL

- Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

- The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

- No single compressive strength test shall represent more than 250 cubic meters.

- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

- If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

- Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

- Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

- The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type and source of ingredients used.
- D. Penetration of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.

- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.

- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.

- The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

- When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

90-10.02A CEMENTITIOUS MATERIAL

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted.

Section 90-10.03, "Production," of the Standard Specifications is amended to read:

90-10.03 PRODUCTION

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.

- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
 - The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
 - The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
 - Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
 - A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

- Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

8-2.02 CEMENT AND WATER CONTENT

The amount of free water used in concrete for deck slabs of bridges and structure approach slabs shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 400 kg/m³.

The temperature of mixed concrete for deck slabs of bridges, immediately before placing, shall be not less than 10°C nor more than 27°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

SECTION 8-3. WELDING

8-3.01 WELDING ELECTRODES

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

8-3.02 WELDING QUALITY CONTROL

Welding quality control shall conform to the requirements in the AWS welding codes, the Standard Specifications, and these special provisions.

Welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," Section 56-1, "Overhead Sign Structures," Section 75-1.035, "Bridge Joint Restrainer Units," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans or in these special provisions, the year of adoption for these codes shall be as listed:

| AWS Code | Year of Adoption |
|--------------------|------------------|
| D1.1 | 1998 |
| D1.4 | 1992 |
| D1.5 | 1995 |
| D1.5 (metric only) | 1996 |

All requirements of the AWS welding codes shall apply unless specified otherwise in the Standard Specifications, on the plans or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or ANSI/AASHTO/AWS.

The welding of all fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and all subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or nondestructive testing (NDT) firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
- B. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

For welding performed at such certified facilities, the inspection personnel or NDT firms may be employed or compensated by the fabrication facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor and any welding subcontractors or entities hired by these subcontractors to be used in the work, shall be held to discuss the requirements for the WQCP.

Prior to performing any welding, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed. As a minimum, each WQCP shall include the following:

- A. The name of the welding firm and the NDT firm to be used;
- B. A manual prepared by the NDT firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT firm, and the names, qualifications and documentation of certifications for all personnel to be used;
- C. The name of the QCM and the names, qualifications and documentation of certifications for all Quality Control (QC) Inspectors and Assistant Quality Control Inspectors to be used;
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities;
- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
 - 1. all visual inspections;
 - 2. all NDT including radiographic geometry, penetrometer and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports; and
 - 3. calibration procedures and calibration frequency for all NDT equipment;
- F. A system for the identification and tracking of all welds, NDT and any required repairs, and a procedure for the reinspection of any repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph and 3) a method of reporting nonconforming welds to the Engineer;

- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size;
- H. The welding procedure specification (WPS), including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness;
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness; and
- J. One copy each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
- K. Example forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 10 working days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the WQCP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for any revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work that is affected by any of the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the amended WQCP or addendum, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, and shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each Quality Control Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding:

- A. Reports of all visual weld inspections and NDT;
- B. Radiographs and radiographic reports, and other required NDT reports;
- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests, corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable; and
- D. Daily production log.

All radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

All reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for steel piling, the Engineer shall be allowed 7 days to review the report and respond in writing after a complete Welding Report has been received. The review time for steel piling shall be as specified in "Piling" of these special provisions. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in

concrete or cover any welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover any welds pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing prior to welding, during welding and after welding as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The Quality Control (QC) Inspector shall be the duly designated person who performs inspection, testing, and quality matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

All QC Inspectors shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as AWS Certified Welding Inspectors (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing NDT shall be qualified in conformance with the requirements in the current edition of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the requirements of the current edition of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) qualified for NDT Level II, or 2) Level III technicians who have been directly certified by the ASNT and are authorized to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of section 3 and 9.21. The size and contour of welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, Quality Control Inspector, or NDT personnel to specified levels by retests or other means.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on all shifts when any welding is being performed, or (2) having a QC Inspector within such close proximity of all welding operations that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, base metal repairs, or any other type of repairs not submitted in the WQCP, the Engineer shall be notified immediately in writing when any welding problems or deficiencies are discovered and also of the proposed repair procedures to correct them. The Engineer shall have 5 working days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the proposed repair procedures, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, all welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

All qualification tests for welders, welding operators, and WPSs used in welding operations will be witnessed by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work and shall be at the Contractor's expense.

All required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

At the completion of all welding, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans and the provisions of the Standard Specifications and these special provisions.

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

SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work to be done consists, in general, of reconstructing hinges and joints, replacing approach slabs and rehabilitating the decks of 2 bridges and replacing approach slabs and treating the decks of 2 bridges as shown on the plans and briefly described as follows:

AMERICAN RIVER BRIDGE (Bridge No. 24-0068R/L)

Two parallel 28-span bridges at which hinges and joints shall be reconstructed, approach slabs replaced and decks rehabilitated.

RICHARDS BOULEVARD UNDERCROSSING (Bridge No. 24-0250R/L)

Two parallel single-span bridges at which the decks shall be treated and approach slabs replaced.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 2 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

FEDERAL HIGHWAY TRUST FUNDS STATE HIGHWAY FUNDS

The sign message to be used for type of work shall consist of the following:

BRIDGE REPAIR

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.01 ORDER OF WORK

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

Attention is directed to "Shoulder Backing" of these special provisions regarding the use of portable delineators and C31 signs.

No work shall occur below the bridge between November 30th and April 15th.

The Contractor shall avoid the Elderberry shrub at the Northbound off-ramp to Richards Boulevard.

The Contractor is required to restrict his work in the area of the structure to northwest of the existing bridge deck and within 3 meters east of the existing bridge deck, excluding the temporary access road and all work involved in constructing it. The temporary access road shall not be placed prior to April 15th and shall be removed by November 30th.

Placing the advance information signs and portable changeable message signs shall be the first order of work.

It is anticipated that there are special events at ARCO arena and at the park where the River Cats play their baseball games that may affect public traffic during work on Route 5, and as noted elsewhere within these special provisions. The Contractor shall be responsible for determining when these events occur one month in advance of when work begins by calling the ARCO arena representative at (916) 928-0000 and the River Cats representative at (916) 319-4700 and providing the Engineer with written notice of all events each month. When notified by the Engineer, the Contractor shall keep all traffic lanes, ramp and ramp connectors open for use by public traffic when the special events occur.

- A. The Contractor shall provide an updated list of scheduled events to the Engineer until such time lane, ramp and ramp connector closures are not required.
- B. If this requirement delays the controlling operation as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications, this day will be considered a non-working day.

The Contractor shall inform the Traffic Office of Truck Services at (916) 322-4957 and the Engineer, 15 days in advance of narrowing lanes open to public traffic to less than 4.88 m wide.

Hinge reconstruction at spans 4, 7 and 22 shall be completed prior to removing concrete at the remaining hinge reconstruction locations.

Hinge and girder reconstruction in adjacent bays at one hinge shall not occur concurrently. All reconstruction work in one bay shall be complete prior to removing concrete in an adjacent bay or girder.

Materials for the polyester concrete overlay for the southbound lanes shall not be ordered until all hinge reconstruction work in the southbound lanes is completed.

Polyester concrete overlay shall be complete in place prior to removing concrete for the joint seal reconstruction work.

Attention is directed to "Miscellaneous Concrete Construction" of these special provisions regarding constructing a 600 mm by 600 mm test panel prior to constructing curb ramps with detectable warning surfaces.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Attention is directed to "Maintaining Traffic," "Construction Area Signs," and "Temporary Pavement Delineation" of these special provisions and to the stage construction and traffic handling sheets of the plans.

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

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

At the end of each working day if a difference in excess of 0.046-meter exists between the elevation of the existing pavement and the elevation of excavations within 1.5 m left and 2.4 m right of the traveled way that is not separated from public traffic by temporary railing (Type K), material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, structural material shall be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:6 (vertical:horizontal) or flatter to the bottom of the excavation. Full compensation for placing the material on a 1:6 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Copies of the Handbook are also available for review at the Northern Region Construction Office at 379-A Colusa Highway, Yuba City, California 95991.

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

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

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

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

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

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

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

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

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

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

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

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Nonstorm water management and waste management and disposal control practices.

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

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

shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook.

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

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

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

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

WPCP IMPLEMENTATION

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

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 15th and April 15th.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 1.9 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

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

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

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management, and waste management and disposal.

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

MAINTENANCE

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

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

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

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

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

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

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained and water pollution is adequately controlled, as determined by the Engineer.

10-1.03 TEMPORARY FENCE

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

Except as otherwise specified in this section, temporary fence shall be Type CL-1.8 with extension arms and shall conform to the plan details and the specifications for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Barbed wire supporting arms (extension arms) shall extend upwards from the tops of the fence posts at an approximate angle of 45 degrees and shall be fitted with clips or other suitable means for attaching 3 lines of barbed wire. The top outside wire shall be attached to the extension arm at a point approximately 300 mm above the top of the chain link fabric and 300 mm out from the fence line. The other wires shall be attached to the arm uniformly between the top of the fence and the top outside wire.

Barbed wire shall conform to the provisions in Section 80-3.01C, "Barbed Wire," of the Standard Specifications.

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

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

Galvanizing and painting of steel items will not be required.

Concrete footings for metal posts will not be required.

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

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

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

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

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

10-1.04 PROGRESS SCHEDULE (CRITICAL PATH)

Progress schedules will be required for this contract and shall conform to the requirements of these special provisions. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation" and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

DEFINITIONS

The following definitions shall apply to these special provisions:

- A. Activity.—A task or item of work that shall be performed in order to complete a project.
- B. Baseline Schedule.—The initial CPM progress schedule as accepted by the Engineer representing the Contractor's original work plan.
- C. Concurrent Delay.—Two or more delays on the critical path that occur at the same time.
- D. Contract Completion Date.—The date the Contractor is contractually obligated to complete the project, including any authorized adjustments, as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.
- E. Contractor Delay.—A delay that extends the time required to complete a controlling operation caused by and within the control of the Contractor, subcontractors at any tier or suppliers.
- F. Controlling Operation.—A feature of work or activity on the critical path.
- G. Critical Path.—In a project network, the sequence of activities yielding the longest path in a CPM analysis necessary to complete the project.
- H. Critical Path Method (CPM).—A mathematical calculation using the sequence of activities and their interrelationships, interdependencies, resources, and durations to determine the critical path that shows the expected time to complete a project.
- I. Data Date.—The day after the date through which progress updates have been calculated; everything occurring earlier than the data date is "As-Built"; and everything on or after the data date is "Planned."
- J. Early Completion Time.—The difference in time between the contract completion date and the current State-accepted scheduled completion date.
- K. Float.—The amount of time between the early start date and the late start date or the early finish date and the late finish date of any activity or group of activities in the network.
- L. Free Float.—The amount of time an activity can be delayed before delaying a subsequent activity.
- M. Frenet.—A section or fragment of the network diagram comprised of a group of activities.
- N. Milestone.—A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration and zero resources, but will otherwise function in the network as if the milestone were an activity.
- O. Narrative Report.—A report that identifies potential problem areas, current and anticipated delaying factors and their impact, actions taken or proposed, proposed changes in schedule logic, extension or contraction of activities, proposed addition or deletion of activities, explanation for changes in the critical path, explanation for changes in scheduled completion date, out of sequence work, and other topics related to job progress or scheduling.
- P. Near Critical Path.—A path having 10 working days or less of total float.
- Q. Punch List.—A list of details needing attention to complete task or work for both contract item and extra work.
- R. Schedule Revision.—A change in the future portion of the schedule that modifies logic; alters construction sequences such as performing sequential activities concurrently or concurrent activities sequentially; adds or deletes activities or significantly alters activity durations, as determined or accepted by the Engineer.
- S. Scheduled Completion Date.—The Contractor's scheduled completion date as shown on the accepted baseline schedule as modified by subsequent accepted schedule updates and revisions.
- T. Time Impact Analysis.—An analysis demonstrating the estimated time impact of a contract change order, delay or other event on the scheduled completion date.
- U. Total Float.—The amount of time that an activity may be delayed without delaying the scheduled completion date.
- V. Update.—The routine modification of the CPM progress schedule through a regular monthly review to incorporate actual past progress to date by activity, projected completion dates and approved time adjustments.

MATERIALS (COMPUTER SYSTEM)

The Contractor shall provide a computer system for the State's exclusive possession and use for CPM progress schedules. The minimum computer system to be furnished shall be complete with keyboard, mouse, monitor, printer and plotter. The system shall conform to the following requirements:

- A. Latest industry-available Intel Pentium processor, Motorola RISC processor or equivalent.
- B. Latest computer operating system software compatible with the selected processor, either Windows or MACINTOSH.
- C. Minimum of 64 megabytes of random access memory (RAM).
- D. Internal drives, including: one 4-gigabyte minimum hard disk drive, one 1.44-megabyte 90 mm (3.5-inch) floppy disk drive and one 32x speed CD-ROM drive.
- E. Internal fax/modem, latest speed and software version of U.S. Robotics, 3COM or equivalent.
- F. A 430 mm (17-inch) minimum, color monitor capable of at least 1,024 x 768 pixels.
- G. A color-ink-jet-type, B-size plotter compatible with the selected system capable of printing fully legible, time-scaled charts, network diagrams and reports.
- H. A manual parallel cable switching device, with connecting cables, allowing the user to alternate printing between the plotters.
- I. CPM software shall be compatible with the hardware provided, shall be the latest version of Primavera Project Planner for Windows, SureTrak for Windows, or equal, and shall be able to create files that can easily be imported into the latest version of Primavera.
- J. General software shall be the latest version of McAfee VirusScan virus protection or equal and shall be compatible with the hardware provided.
- K. Upgrades to the CPM and general software shall be provided, as the upgrades become available.

The computer hardware and software furnished by the Contractor shall be compatible with that used for the production of the CPM progress schedule required by these special provisions, including original instruction manuals and other documentation normally provided with the CPM and general software. Before delivery and setup of the computer system, the Contractor shall submit, for approval of the Engineer, a detailed list of the computer hardware and software the Contractor proposes to furnish, including an itemized schedule of costs for the system.

The Contractor shall furnish, install, set up, maintain, and repair the computer system ready-for-use, and provide plotter supplies as necessary during the course of the project at a location determined by the Engineer. The first submittal of the baseline schedule will not be considered complete until the hardware and software are installed and ready for use with the submitted baseline schedule. The Contractor shall instruct and assist the Engineer in the use of the hardware and software. When requested by the Engineer, the Contractor shall provide one 8-hour session of outside commercial training in the use of the CPM software for a maximum of 2 project staff at a location acceptable to the Engineer. Hardware repairs shall be made within 48 hours of notification by the Engineer, or replacement equipment shall be furnished and installed by the Contractor until repairs have been completed.

Computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract if no claims involving contract progress are pending. If contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

GENERAL

Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by increasing production or reallocating resources to be more efficient, or by proposing, and the State accepting, contract change orders that are the result of significant Contractor development and investment or from an appropriate share of an accepted cost reduction proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The State may reduce contract working days if the action is the result of a contract change order other than those that result from significant Contractor development and investment. The Contractor shall conduct a time impact analysis to determine the effect of the change in the same manner described in "Schedule Time Adjustment" specified herein, and shall include the impacts acceptable to the Engineer in the next update or revision.

The Contractor shall be responsible for assuring that the work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include in the schedule any element of work required for the performance of the contract shall not relieve the Contractor from completing the work within the time limit specified in the contract. If the Contractor or the Engineer discovers an undefined element of work, activity or logic, it shall be corrected by the Contractor in a schedule revision, as specified in these special provisions. If a planned activity requires

greater-than-normal daily resources to accomplish, schedule revision submittals shall include a narrative describing the activity, and the amount and use of the extraordinary resources.

The Baseline Schedule or Schedule Update submitted for acceptance shall not show variances from the requirements of these special provisions unless approved by the Engineer. The Contractor shall make specific mention of the variations in the letter of transmittal and shall make the associated adjustments to the project schedule. The Contractor will not be relieved of the responsibility for executing the work in strict conformance with the provisions in the requirements of these special provisions. In the event of a conflict between the requirements of these special provisions and the information provided or shown on an accepted schedule, the requirements of these special provisions shall take precedence.

Each schedule submitted to the Engineer shall comply with the limits imposed by these special provisions, with the specified intermediate milestones and completion dates, and with the constraints, restraints or sequences included in these special provisions, except that after the Engineer accepts the baseline schedule, the Contractor may show a late scheduled completion date on subsequent updates or revisions. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in these special provisions, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences and the activities to be performed by subcontractors;
- D. Procurement, submittal, submittal review, manufacture, test, delivery, and installation of major materials and equipment that require approval;
- E. Preparation, submittal and approval of shop or working drawings and material samples showing time, as specified in these special provisions for the Engineer's review;
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as indicated in these special provisions;
- G. Identification of each utility relocation or interface as a separate activity;
- H. Batch plant erection and plant certification;
- I. Erection and removal of falsework or shoring;
- J. Submission and approval of reports or results for major tests, such as that for pile loading or traffic controllers;
- K. Indicate long-term ramp and connector closing and opening events, traffic switches, and opening and closing of pavements to traffic as separate one day activities;
- L. Punch-list and final clean-up;
- M. State-owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date;
- N. Activity coding conventions shall include the following:

| | Code | Value | Description |
|--------------------|------|--------------------|-------------------------------|
| (1) Responsibility | RESP | CT | Caltrans |
| | | UTIL | Utility Company |
| | | RAIL | Railroad |
| | | xxxx | Contractor |
| | | xxxx | Subcontractor |
| | | xxxx | others, as needed |
| (2) Stage | STGE | 1 | Stage 1 |
| | | 2 | Stage 2 |
| | | other designations | other descriptions, as needed |
| (3) Phase | PHAS | 1 | Phase 1 |
| | | 2 | Phase 2 |
| | | other phases | other phases, as needed |
| (4) Utilities | UTIL | PGE | Pacific Gas & Electric |
| | | BELL | Pacific Bell |
| | | GTE | GTE |
| | | SCE | Southern California Edison |
| | | other utilities | other utilities, as needed |

The Contractor may include additional coding conventions, such as Ramps (RAMP), Facilities (FAC), and Events (EVNT).

The work shall be executed in the sequence indicated in the accepted baseline schedule and subsequent accepted updates and revisions. Once the Engineer accepts a CPM schedule, the Contractor shall neither artificially improve the progress nor artificially change the quantity of float in any part of the schedule by artificially adding or deleting activities, revising schedule logic restraints, or changing planned activity durations. Schedule changes of planned work shall be documented in a properly submitted revision. The Contractor may improve the progress by performing sequential activities concurrently or by performing activities more quickly than planned. In the case of multiple critical paths, float generated by early completion of one or a sequence of activities will be considered in determining if that sequence of activities remains on the critical path.

The schedule shall be modified to reflect actual events and conditions, including non-work days, as these events and conditions occur for historical purposes and for use in time impact analysis. Submittals and Engineer review time shall be shown in the progress schedule, including CPM schedule updates and revisions. The duration of the Engineer review activity shall be 15 days unless specified otherwise in these special provisions.

The Contractor shall be allowed to show an early or late scheduled completion date on schedule updates and revisions. The Engineer will use the most current, accepted schedule update and revision, and Contractor-provided cause, time-impact and schedule-delay analysis that is acceptable to the Engineer to determine apparent impacts.

The Engineer shall have 20 days to review and accept or reject the baseline schedule. The Engineer shall have 15 days to review and accept or reject any updated or revised schedule. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new review period of 5 days will begin. After the baseline schedule is accepted, schedules that are not accepted or rejected within the required review period will be deemed to have been accepted by the Engineer. Acceptance of a schedule does not relieve the Contractor of the responsibility of submitting complete and accurate information.

PRE-CONSTRUCTION SCHEDULING CONFERENCE

The Contractor shall schedule, and the Engineer will conduct, a Pre-construction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within 10 days after approval of the contract. At this meeting, the Engineer will review the requirements of this section of the special provisions with the Contractor. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that complies with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, the Contractor shall submit a general time-scaled logic diagram displaying the deviations and resulting time impacts and shall be prepared to discuss the proposal. At this meeting, the Contractor shall additionally submit the alpha-numeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, Bridge Number, Station to Station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline. The Engineer will review and comment on the logic diagram, the coding structure and activity identification system within 15 days after submission by the Contractor. The Contractor shall make modifications to the time-scaled logic diagram, the coding structure, and activity identification system that the Engineer requests and shall employ that coding structure and identification system. The Contractor shall include the Engineer-requested modifications in the baseline schedule.

NETWORK DIAGRAM AND PROJECT SCHEDULE REPORTS

Schedules submitted to the Engineer, including the baseline schedule, shall include originally-plotted time-scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams submitted to the Engineer shall also be accompanied by the CPM software-generated tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show the predecessors and successors for each activity. Tabular reports, 215 mm x 280 mm size (8 1/2" x 11"), shall be submitted to the Engineer and shall include at a minimum, the following:

- A. Data date;
- B. Predecessor and successor activity numbers and descriptions;
- C. Activity number and description;
- D. Activity code(s);
- E. Scheduled, or actual and remaining durations for each activity;
- F. Earliest start date (by calendar date);
- G. Earliest finish date (by calendar date);
- H. Actual start date (by calendar date);
- I. Actual finish date (by calendar date);
- J. Latest start date (by calendar date);
- K. Latest finish date (by calendar date);

- L. Free Float, in work days;
- M. Total Float, in work days;
- N. Percentage of activity complete and remaining duration for incomplete activities;
- O. Lag(s); and
- P. Imposed constraints.

The networks shall be drafted time-scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on E-size sheets, 860 mm x 1120 mm (34" x 44"), and shall have a title block in the lower right-hand corner and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the Engineer's approval.

The narrative report shall be organized as follows:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Identification of unusual resources: manpower, material, or equipment restrictions or use, including multiple shifts, 6-day work weeks, specified overtime, or work at times other than regular days or hours;
- D. Description of the current critical path;
- E. Changes to the critical path since the last schedule submittal;
- F. Description of problem areas;
- G. Current and anticipated delays:
 - 1. Cause of delay,
 - 2. Impact of delay on other activities, milestones and completion dates,
 - 3. Corrective action and schedule adjustments to correct the delay;
- H. Pending items and status thereof:
 - 1. Permits,
 - 2. Change Orders,
 - 3. Time Adjustments,
 - 4. Non-Compliance Notices;
- I. Contract completion date(s) status:
 - 1. Ahead of schedule and number of days,
 - 2. Behind schedule and number of days,
 - 3. If date changes, explain the cause;
- J. Attached Updated Network Diagram and Reports.

Schedule network diagrams, tabular reports and narrative reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. Two sets of originally-plotted, time-scaled network diagram(s);
- B. Two copies of each of the three sorts of the CPM software-generated tabular reports 215 mm x 280 mm size (8 1/2" x 11");
- C. One 1.44-megabyte 89 mm (3.5 inch) floppy diskette containing the schedule data;
- D. Two copies of the narrative report.

BASELINE SCHEDULE REQUIREMENTS

Within 30 days after approval of the contract, the Contractor shall submit a baseline schedule to the Engineer. The baseline project schedule shall have a data date of the first working day of the contract and shall not include any completed work to-date. The baseline schedule shall be practicable; include the entire scope of work; meet interim target dates, milestones, stage construction requirements, and internal time constraints; show logical sequence of activities; and shall not extend beyond the number of working days originally provided in these special provisions. An early completion schedule will be acceptable provided that the schedule meets the requirements of these special provisions and the Standard Specifications.

The baseline CPM progress schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project, to permit monitoring and evaluation of progress, and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer. A total of not more than 50 percent of the baseline schedule activities shall be critical or near-critical, unless otherwise approved by the Engineer.

Activities shall have a duration of not less than one working day nor more than 20 working days, unless otherwise approved by the Engineer. The activities in the baseline schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float or negative lag to an activity.

MONTHLY SCHEDULE UPDATES

On or before the first calendar day of each month, the Contractor shall meet with the Engineer to review contract progress. At the monthly progress meeting the Contractor shall submit to the Engineer an update of the network diagram and project schedule reports as defined above. Update schedules shall have a data date of the twenty-first calendar day of the month, or other date as established by the Engineer, and shall include the information available up to that date. Durations for work that has been completed will be shown on the schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

SCHEDULE REVISIONS

When the Contractor proposes a revision to an accepted schedule, the Contractor shall state in writing the reasons for the change, as well as the specifics, such as, but not limited to, revisions to activities, logic, durations, and other matters pertinent to the proposed revisions. If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. In addition to the revision submittal, the Contractor shall submit a schedule update with the same data date as the revision which is to reflect the project condition just prior to implementing the revision. The Contractor shall discuss contemplated revisions with the Engineer prior to the submittal.

Within 15 days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. There is a significant change in the Contractor's operations that affects the critical or near critical path(s).
- B. The scheduled completion date of the current submitted updated CPM schedule indicates that the contract progress is 20 days or more behind the current accepted schedule or revision.
- C. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical or near critical path or contract progress.

SCHEDULE TIME ADJUSTMENT

When the Contractor requests a time adjustment due to contract change orders or delays, or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit a written time impact analysis to the Engineer illustrating the impacts of each change or delay on the current scheduled completion date or milestone completion date. The analysis shall use the currently accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the currently accepted schedule does not appropriately represent the conditions prior to the event, the schedule shall be updated to the day before the event being analyzed. An additional analysis shall be performed after the completion of the event. If the event is on the critical path at the time of its completion, then the difference between the scheduled completion dates of these 2 analyses shall be equal to the adjustment in time. The time impact analysis shall include one or more fragnet(s) demonstrating how the Contractor proposes to incorporate the event(s) into the schedule, including logic and duration of the proposed activities. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other recognized method to determine adjustments in contract time.

Time impact analyses shall be submitted in duplicate within 15 days of a delay and shall be used in determining contract change order days. Approval or rejection of each time impact analysis by the Engineer will be made within 15 days after receipt of the time impact analysis. In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The third paragraph of Section 4-1.03A of the Standard Specifications shall not apply.

FINAL SCHEDULE UPDATE

Within 30 days after acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule (as-built schedule) with actual start and actual finish dates for the activities. The Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager. Submittal of the final schedule update and the certification shall be a condition precedent to the release of any retained funds under the contract.

PAYMENT

Progress schedule (critical path) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path) shall include full compensation for furnishing all labor, material (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating, and revising progress schedules; maintaining and repairing the computer hardware; and instructing and assisting the Engineer in the use of the computer hardware and software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payments for the progress schedule (critical path) contract item will be made as follows:

- A. A total of 50 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 5 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and required CPM training.
- B. A total of 60 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 25 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- C. A total of 75 percent of the progress schedule (critical path) contract item amount will be made when 50 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- D. A total of 100 percent of the progress schedule (critical path) contract item amount will be made when 100 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and a completed and certified Final Schedule Update.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of progress schedule (critical path). Adjustments in compensation for progress schedule (critical path) will not be made for any increased or decreased work ordered by the Engineer in furnishing progress schedules.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit pre-construction scheduling documents, an acceptable baseline, acceptable updated schedule, or acceptable revised progress schedule (critical path) conforming to the requirements of these special provisions as determined by the Engineer. Retentions for failure to submit acceptable CPM progress schedules shall be in addition to other retentions provided for in the contract. Retentions for failure to submit progress schedules (critical path) will be released for payment on the next monthly estimate for partial payment following the date that pre-construction scheduling documents and acceptable progress schedules (critical path) are submitted to the Engineer, and no interest will be due the Contractor.

10-1.05 OVERHEAD

Overhead shall conform to the provisions of this section, "Overhead," of these special provisions. The Contractor will be compensated for time-related overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time-related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead to be paid will be measured by the working day, as specified in the Engineer's Estimate as WDAY. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of time-related overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of time-related overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1. suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 - a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
 - b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
 - c. any other suspensions mutually agreed upon between the Engineer and the Contractor.
2. extensions of time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
3. reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a cost reduction proposal is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the contract amount of time-related overhead associated with the reduction in contract time shall be considered as a net savings in the total cost of time-related overhead. The Contractor will be paid 50 percent of the estimated net savings of the time-related overhead, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of time-related overhead, measured as specified in this special provision, exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

1. are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;
2. are adequately supported by reliable documentation; and
3. related solely to the project under examination.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for time-related overhead, in excess of 149 percent of the number of working days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in conformance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per working day for time-related overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in time-related overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to time-related overhead.

Full compensation for additional overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for additional overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the time-related overhead measured and paid for as specified in this section "Overhead", shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. The amount earned per working day for time-related overhead shall be either the contract item price, or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

10-1.06 OBSTRUCTIONS

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

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

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

10-1.07 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.08 CONSTRUCTION AREA SIGNS

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

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

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

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

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

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

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

10-1.09 MAINTAINING TRAFFIC

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

Attention is directed to "Traffic Plastic Drums" of these special provisions regarding using plastic drums in place of portable delineators, cones or Type I or II barricades.

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

Any traffic control operation may involve support by the California Highway Patrol (CHP). The Contractor shall prepare written lane closure schedules in accordance with the requirements listed in "Closure Requirements and Conditions," elsewhere in these special provisions. Any costs incurred by the CHP, as a result of late notification to the Engineer of cancellation of a lane closure will be deducted from any moneys due, or that may become due, the Contractor under the contract.

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

The Contractor shall notify local authorities (including the City of Sacramento Police and Fire Department, the California Highway Patrol (CHP), Sacramento County Sheriff's Department, and District 3 Sacramento Maintenance Station) of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

A portable changeable message sign shall be placed for each lane, ramp, shoulder closure, and detour to next ramp in advance of the first warning sign as shown on the plans, or as directed by the Engineer. Where closures on a two-lane, two-way roadway requires advance warning signs for both directions of travel, a portable changeable message sign shall be placed in advance of the first warning sign for each direction of travel. During all stages of work, the Contractor shall place 6 portable changeable message signs on standby that may be used in the event that it becomes necessary to detour public traffic to Route 50 and 51 and Route 80 and 51 and 50 from Route 5 as directed by the Engineer. The location of placement for these 6 portable changeable message signs that are on standby will be determined by the Engineer.

On Route 5, whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

On Garden Highway and Richards Boulevard, whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

On Route 5, except as noted herein, lanes, and ramps shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

The Contractor shall notify the Engineer 7 calendar days prior to a ramp closure. A portable changeable message sign shall be placed a minimum of 7 calendar days in advance of closing the ramp. When a ramp is closed, public traffic shall be detoured to the next ramp as directed by the Engineer. When portable changeable message signs are no longer required, they shall be removed as directed by the Engineer.

No two consecutive on-ramps or consecutive off-ramps in the same direction of travel shall be closed at the same time except as otherwise provided in these special provisions and as permitted by the Engineer.

The total number of weekend closures shall not exceed 14.

The Contractor shall provide a tow truck and traffic control surveillance during Stage 2 through Stage 11. The tow truck will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

On Route 5, except as noted herein, the full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday. When a designated legal holiday falls on a Monday, the full width of the traveled way shall be open for use by public traffic on Friday, Saturday, and Sunday.

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

10-1.10 TRAFFIC CONTROL SURVEILLANCE

Attention is directed to 7-1.09, "Public Safety," of the Standard Specifications and to the Section entitled "Traffic Control System for Lane Closure" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

In addition to the requirements elsewhere in these special provisions, the Contractor shall provide traffic control surveillance 24 hours per day, 7 days per week when the roadway width is reduced in width during Stage 2 through 11.

Surveillance shall consist of providing one employee with a pickup truck at all times to maintain continuous traffic surveillance including patrolling the project and looking for any traffic related incident within the job limits that may delay public traffic and keeping the traveled way clear of any obstructions. Traffic handling devices damaged or destroyed shall immediately be temporarily replaced with flashers, flares, reflective devices or any other suitable means necessary to protect the traveling public until such time a more adequate replacement can be accomplished.

The pickup truck (907 Kg rating) shall be equipped with rotary warning light, arrow board, front bumper push bar with rubber face, cellular phone, winch rated at minimum of 3639 kg, trailer hitch and balls (4.76 cm and 5.0 cm), radios, and "CAUTION" sign attached to the tailgate, and any other items necessary to preserve and maintain traffic. The pickup truck shall have less than 80,465 km on the odometer. Other items carried on the pickup shall include unleaded gasoline, diesel fuel, funnel-flexible spout, first aid kit, fire extinguisher aggregate rating of at least 4-B, C units, pry bar-1 m or longer, water, 0.6 m push broom, square point shovel, fuses (highway flares-15 minutes), cones, hydraulic jack-2 ton floor, wood blocks, four way lug wrench (metric and standard), flashlight and spare batteries, booster cables, programmable scanners for scanning Caltrans and CHP, hydraulic jack-trolley type, heavy duty, 60-amp battery, mechanic's tool kit, 19 liter can with lid filled with absorbent material, and external speaker and address system.

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

The contract lump sum price paid for traffic control surveillance shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in traffic control surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Lane Closure Chart No. 1
Multilane Lane Requirements**

Direction: SOUTHBOUND

Location: 03-Sac-5-39.6/40.8

| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | | |
|--|------|---|---|---|---|---|---|---|---|---|----|------|----|---|---|---|---|---|---|---|---|---|----|----|----|---|
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Mondays through Thursdays | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | | | | 3 | 3 | 2 | 2 |
| Fridays | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | | | | | | 2 | 2 |
| Saturdays | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | | | | | | | | | | | | | | | | |
| Sundays | | | | | | | | | | | | | | | | | | | | | | | | 2 | 2 | 1 |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | | |

Legend:

- 1 One lane, a minimum of 3.3 m wide, shall be open in direction of travel.
- 2 Two adjacent lanes open in direction of travel.
- 3 Three adjacent lanes open in direction of travel.
- No lane closure allowed.

REMARKS: Stage 1-Phase 1 and Phase 2, Stage 7, Stage 10, and Stage 11-Phase 2.
THIS CHART FOR RECONSTRUCT OUTSIDE SHOULDER AND MEDIAN WORK.
 Four lanes shall be available when no lane closure is allowed.
 Ramp closure permitted during lane closure.

| Lane Closure Chart No. 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|---|----|----|
| Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direction: NORTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | 10 | 11 |
| Mondays through Thursdays | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | | | 3 | 2 | 2 | 1 |
| Fridays | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | | | | | 2 | 2 |
| Saturdays | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 3 | 3 | 3 | | | | | | | | | | | | | | |
| Sundays | | | | | | | | | | | | | | | | | | | | | | 2 | 2 | 2 | 1 |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: <div style="display: flex; flex-direction: column; gap: 5px;"> <div>1 One lane, a minimum of 3.3 m wide, shall be open in direction of travel.</div> <div>2 Two adjacent lanes open in direction of travel.</div> <div>3 Three adjacent lanes open in direction of travel.</div> <div> No lane closure allowed.</div> </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 1-Phase 1 and Phase 2, Stage 2, Stage 5 and Stage 6-Phase 2. THIS CHART FOR RECONSTRUCT OURSIDE SHOULDER AND MEDIAN WORK. Four lanes shall be available when no lane closure is allowed. Ramp Closure permitted during lane closure for two shifts. Ramp closure shall be reopened at end of each work shift. | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lane Closure Chart No.3 | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|---|----|----|
| Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direction: NORTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | 10 | 11 |
| Mondays | 3 | 3 | 3 | 3 | 3 | | | | | | | | | | | | | | | | | | | | |
| Tuesdays through Thursdays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fridays | | | | | | | | | | | | | | | | | | | | | | | | 3 | 3 |
| Saturdays | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Sundays | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Day before designate legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: <div style="display: flex; flex-direction: column; gap: 5px;"> <div>3 Three lanes shall be open in direction of travel.</div> <div> No lane closure allowed.</div> </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 3 Four lanes shall be available when no lane closure is allowed. No ramp closure permitted. | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lane Closure Chart No. 4 | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|---|----|----|
| Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direction: NORTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | 10 | 11 |
| Mondays | 2 | 2 | 2 | 2 | 2 | | | | | | | | | | | | | | | | | | | | |
| Tuesdays through Thursdays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fridays | | | | | | | | | | | | | | | | | | | | | | | 2 | 2 | |
| Saturdays | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Sundays | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 15px; display: inline-block; margin-right: 5px;"></div> Two lanes open in direction of travel. </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 15px; display: inline-block; margin-right: 5px;"></div> No lane closure allowed. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 4-Phase 1, 2 and Phase 3 Four lanes shall be available when no lane closure is allowed. Northbound Richards on-ramp (Phase 1) and Northbound Garden Highway off-ramp (Phase 3) will be permitted to be closed. No two ramp closures will be permitted at the same time. All ramps shall be open during Phase 2. | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lane Closure Chart No. 5 | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|--|----|----|
| Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direction: NORTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | 10 | 11 |
| Mondays | 3 | 3 | 3 | 3 | | | | | | | | | | | | | | | | | | | | | |
| Tuesdays through Thursdays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fridays | | | | | | | | | | | | | | | | | | | | | | | | 3 | |
| Saturdays | 3 | 3 | 3 | 3 | | | | | | | | | | | | | | | | | | | | | |
| Sundays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 15px; display: inline-block; margin-right: 5px;"></div> Three lanes shall be open in direction of travel. </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 15px; display: inline-block; margin-right: 5px;"></div> No lane closure allowed. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 6-Phase 1 and 3 Four lanes shall be available when no lane closure is allowed. Northbound Richards on-ramp (Phase 1) and Northbound Garden Highway off-ramp (Phase 3) will be permitted to be closed. No two ramp closures will be permitted at the same time. Ramp closure shall be reopened at the end of work shift | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lane Closure Chart No. 6 Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|----|----|----|
| Direction: SOUTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Mondays through Thursdays | 3 | 3 | 3 | 3 | | | | | | | | | | | | | | | | | | | | | |
| Fridays | | | | | | | | | | | | | | | | | | | | | | | | 3 | 3 |
| Saturdays | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Sundays | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> 3 Three lanes shall be open in direction of travel. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> No lane closure allowed. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 8 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Four lanes shall be available when no lane closure is allowed. No ramp closure permitted. | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lane Closure Chart No. 7 Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|----|----|----|
| Direction: SOUTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Mondays through Thursdays | 2 | 2 | 2 | 2 | 2 | | | | | | | | | | | | | | | | | | | | |
| Fridays | | | | | | | | | | | | | | | | | | | | | | | | 2 | 2 |
| Saturdays | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Sundays | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> 2 Two adjacent lanes open in direction of travel. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> No lane closure allowed. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 9-Phase 1, Phase 2 and Phase 3 and Stage 11-Phase 2. | | | | | | | | | | | | | | | | | | | | | | | | | |
| Four lanes shall be available when no lane closure is allowed. Southbound Garden Highway on-ramp (Phase 1) and Southbound Richards off-ramp (Phase 3) will be permitted to be closed. Ramps will not be permitted to be closed at the same time. Ramp closure shall be reopened at end of work shift. | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lane Closure Chart No. 8 Multilane Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|---|---|---|---|---|---|---|---|---|----|------------------------------|----|---|---|---|---|---|---|---|---|---|----|----|----|
| Direction: SOUTHBOUND | | | | | | | | | | | | Location: 03-Sac-5-39.6/40.8 | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | a.m. | | | | | | | | | | | p.m. | | | | | | | | | | | | | |
| | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Mondays | 3 | 3 | 3 | 3 | 3 | | | | | | | | | | | | | | | | | | | | |
| Tuesdays through Thursdays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fridays | | | | | | | | | | | | | | | | | | | | | | | | | 3 |
| Saturdays | 3 | 3 | 3 | 3 | | | | | | | | | | | | | | | | | | | | | |
| Sundays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day before designated legal holiday & Designated legal holidays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Legend: <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 15px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">3</div> Three lanes shall be open in direction of travel. </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 15px; display: flex; align-items: center; justify-content: center; margin-right: 5px;"></div> No lane closure allowed. </div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: Stage 11-Phase 1 and 3 Four lanes shall be available when no lane closure is allowed. Southbound Garden Highway on-ramp (Phase 1) and Southbound Richards off-ramp (Phase 3) will be permitted to be closed. No two ramp closures will be permitted at the same time. Ramp closure shall be reopened at end of shift. | | | | | | | | | | | | | | | | | | | | | | | | | |

10-1.11 CLOSURE REQUIREMENTS AND CONDITIONS

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

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

CLOSURE SCHEDULE

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

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

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

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

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

CONTINGENCY PLAN

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

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that

future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 15-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct \$29,700.00 per interval from moneys due or that may become due the Contractor under the contract.

COMPENSATION

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

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

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

10-1.12 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

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

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

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

STATIONARY LANE CLOSURE

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

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

On two-lane, two-way roadways, one-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

Additional advance flaggers will be required.

MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Flashing arrow signs shall be in the caution display mode when used on 2-lane highways. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted. The full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor; Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor, Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be _____ mm \pm _____ mm above the ground at all points for proper impact performance." A TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMAs in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment, and incidentals (including cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

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

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

10-1.13 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls

published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways) edge line delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive, and removable traffic tape which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE DELINEATION

Whenever lane lines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum lane line delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the lane line the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary lane line delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary lane line delineation for those areas where temporary lane line and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the lane line and centerline pavement delineation and no separate payment will be made therefor.

TEMPORARY EDGELINE DELINEATION

On multilane roadways (freeways and expressways), whenever edgelines are obliterated and temporary pavement delineation to replace those edgelines is not shown on the plans, the edge line delineation to be provided for those areas adjacent to lanes open to public traffic shall be as follows:

- A. Temporary pavement delineation for right edgelines shall, at the option of the Contractor, consist of either a solid 100-mm wide traffic stripe of the same color as the stripe the temporary edge line delineation replaces, or traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m.
- B. Temporary pavement delineation for left edgelines shall, at the option of the Contractor, consist of either solid 100-mm wide traffic stripe of the same color as the stripe the temporary edge line delineation replaces, traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m or temporary pavement markers placed at longitudinal intervals of not more than 1.8 m. Temporary pavement markers used for temporary left edge line delineation shall be one of the types of temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions.

Traffic stripe (100-mm wide) placed as temporary edgeline delineation which will require removal shall conform to the provisions of "Temporary Traffic Stripe (Tape)" of these special provisions. Where removal of the 100-mm wide traffic stripe will not be required, painted traffic stripe conforming to the provisions of "Temporary Traffic Stripe (Paint)" of these special provisions may be used. The quantity of temporary traffic stripe (tape) or temporary traffic stripe (paint) used for this temporary edgeline delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during the hours of the day that the portable delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (900 mm) listed in "Approved Traffic Products" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation, including underlying adhesive, for those areas where temporary edgeline delineation is not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

TEMPORARY TRAFFIC STRIPE (TAPE)

Temporary traffic stripe consisting of removable traffic stripe tape shall be applied at the locations shown on the plans. The temporary traffic stripe tape shall be complete in place at the location shown prior to opening the traveled way to public traffic.

Polyester concrete overlay shall cure for 24 hours prior to placing temporary traffic stripe (Tape).

Removable traffic stripe tape shall be the temporary removable traffic stripe tape listed in "Approved Traffic Products" of these special provisions.

Removable traffic stripe tape shall be applied in conformance with the manufacturer's installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic stripe tape shall be applied straight on tangent alignment and on a true arc on curved alignment. Traffic stripe tape shall not be applied when the air or pavement temperature is less than 10°C, unless the installation procedures to be used are approved by the Engineer, prior to beginning installation of the tape.

When removable traffic stripe tape is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary traffic stripe tape. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions. When temporary pavement markers are used in place of tape, payment for those temporary pavement markers will be made on the basis of the theoretical length of the temporary traffic stripe (tape) required for the left edgeline which the temporary pavement markers replace.

TEMPORARY TRAFFIC STRIPE (PAINT)

Temporary traffic stripe consisting of painted traffic stripe shall be applied and maintained at the locations shown on the plans. The painted temporary traffic stripe shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary traffic stripe will not be required.

TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be applied at the locations shown on the plans. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Approved Traffic Products" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except

pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (tape) or temporary traffic stripe (paint).

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

MEASUREMENT AND PAYMENT

Temporary traffic stripe (tape) will be measured and paid for by the meter, measured along the line of the stripe, with deductions for gaps in broken traffic stripes. Double and 200-mm temporary traffic stripes, shown on the plans as tape, will be measured as 2 temporary traffic stripes (tape).

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications. Temporary pavement markers used for temporary laneline and centerline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

The contract price paid per meter for temporary traffic stripe (tape) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying, maintaining and removing temporary traffic stripe tape, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.14 TRAFFIC PLASTIC DRUMS

Traffic plastic drums shall conform to the requirements for traffic control devices in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Traffic plastic drums shall be constructed of low-density polyethylene material and shall be flexible or collapsible upon impact by a vehicle. The traffic plastic drum shall have a weighted base that will separate from the drum. The base shall be of such shape as to preclude rolling upon impact by a vehicle. The base shall be of sufficient weight to maintain the drum in position and upright. The base or external ballast rings shall not exceed 101.6 mm in height, and drum rings shall not exceed 965.2 mm maximum in diameter. The base or external rings placed over and around the drum, resting on the pavement or ground shall contain the ballast for the drums. Ballast for drums shall be sand or water, except sand shall be used in areas susceptible to freezing. The base shall have drain holes to prevent the accumulation of water. Sand bags shall not be used as ballast for drums.

The body of the traffic plastic drum shall be of a fluorescent orange or predominately orange color. Drums shall be a minimum of 914.4 mm in height above the traveled way, and have at least an 457.2 mm minimum width, regardless of orientation.

The markings on drums shall be horizontal, circumferential, alternating orange and white reflective bands 101.6 to 152.4 mm wide. Each drum shall have a minimum of 2 orange and 2 white bands. The top of the uppermost reflective band shall be no lower than 152.4 mm from the top of the drum. Any non-reflective spaces between the bands shall not exceed 50.8 mm in width. The reflective sheeting shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these special provisions.

Only one type of traffic plastic drum shall be used on the project. The type of traffic plastic drum proposed for use on the project shall be submitted to the Engineer for approval, prior to placement on the project.

In curvilinear alignment traffic plastic drums shall be used only on one side of the traveled way. Traffic plastic drums shall be placed on the alignment and location shown on the plans, or directed by the Engineer. Traffic plastic drums shall be placed uniformly, straight on tangent alignment and on a true arc on curved alignment. All layout work necessary to place the traffic plastic drums to the proper alignment shall be performed by the Contractor.

If traffic plastic drums are displaced or are not in an upright position, from any cause, the traffic plastic drums shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

At the option of the Contractor, where portable delineators, cones or Type I or II barricades are specified in the specifications or shown on the plans, traffic plastic drums may be used in place of those portable delineators, cones or Type I or II barricades.

At the completion of the project, traffic plastic drums shall become the property of the Contractor and removed from the site of the work.

Traffic plastic drums will be measured as units from actual count of the number of traffic plastic drum designated on the plans or ordered by the Engineer. After initial placement of traffic plastic drums, and if ordered by the Engineer, the traffic plastic drums shall be moved from location to location and the cost thereof will be paid for as extra work as provided in Section 4-1.03D. Traffic plastic drums which are used as part of traffic control system in place of cones, delineators or barricades or which are used in accordance with the requirements of "Public Safety" elsewhere in these special provisions or which are placed in excess of the number specified or shown will not be included in the count of traffic plastic drums to be paid for.

The contract unit price paid for traffic plastic drum shall include full compensation for furnishing all labor, materials (including ballast), tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, maintaining, repairing, replacing and removing the traffic plastic drum, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.15 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained during each lane, ramp or shoulder closure, or detour to next ramp at locations where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. All portable changeable message signs shall be capable of being remotely operated.

The number of portable changeable message signs required at any one time will be determined by the number of lane, ramp or shoulder closure, or detour to next ramp that the Contractor determines are necessary for his operations. During all stages of work, the Contractor shall place 6 portable changeable message signs on standby that may be used in the event that it becomes necessary to detour public traffic to Route 50 and 51 and Route 80 and 51 from Route 5 as directed by the Engineer.

Portable changeable message signs will be paid for on a lump sum basis.

The contract lump sum price paid for portable changeable message sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for all the work involved in for furnishing, placing, operating, maintaining, repairing, replacing, changing messages daily when requested by the Engineer, transporting from location to location, and removing the portable changeable message signs, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

10-1.16 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Approved Traffic Products" of these special provisions.

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

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

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

10-1.17 TEMPORARY CRASH CUSHION MODULE

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

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

GENERAL

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

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

MATERIALS

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

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

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

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

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

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

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

INSTALLATION

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

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

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

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.18 EXISTING HIGHWAY FACILITIES

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

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, California, Fax (916) 227-8357.

Plans of the existing bridges available to the Contractor are reproductions of the original contract plans with significant changes noted and working drawings and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

REMOVE METAL BEAM BARRIER

Existing metal beam barrier, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for the various types of remove metal beam barrier and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies or terminal anchor assemblies shall be considered as included in the contract price paid per meter for the various types of remove metal beam barrier and no separate payment will be made therefor.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING

Traffic stripes and pavement markings to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Yellow thermoplastic traffic stripes and pavement markings may contain lead and chromium. Residue produced when yellow thermoplastic is removed may contain heavy metals in concentrations that exceed hazardous waste thresholds established by the California Code of Regulations and may produce toxic fumes when heated.

The removed yellow thermoplastic material shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 100 kg of residue and dust. The Contractor shall make all arrangements with the operator of the disposal facility and perform all testing of the yellow thermoplastic residue required by the operator. The Contractor shall submit the name and location of the facility along with testing requirements to the Engineer no less than 21 days prior to removal of yellow thermoplastic traffic stripes and pavement markings.

The Contractor or subcontractor removing the yellow thermoplastic shall submit the written compliance programs required in Subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer not less than 21 days prior to start of removal operations. The compliance programs shall be prepared by an industrial hygienist certified by the American Board of Industrial Hygiene and shall cover all contractor or subcontractor employees removing or handling the yellow thermoplastic residue. Inspection reports shall be made in conformance with Section 1532.1, "Lead," and shall be submitted to the Engineer.

Prior to performing any removal, personnel who have no prior lead training, including State personnel, shall complete a safety training class provided by the Contractor, which meets the requirements of Title 8, Section 1532.1.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic traffic stripes and pavement markings, the residue, including dust, shall be contained and collected immediately. Sweeping shall not be allowed. Collection shall be by HEPA vacuum attachment operated concurrently, or other equally effective method, with removal operations. The Contractor shall submit a removal, storage, and disposal workplan in writing to the Engineer for approval not less than 21 days prior to start of removal operations.

The collected residue shall be stored in properly labeled and covered containers approved by the United States Department of Transportation for transportation and temporary storage. The containers shall be handled in such a manner that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits approved by the Engineer while awaiting test results required by the operators of the disposal facility.

Attention is directed to the Water Pollution Control specifications contained in these special provisions.

Removed yellow thermoplastic material shall remain the property of the State.

The removed material shall be transported to the Class 1 disposal facility by a transporter currently registered with the California Department of Toxic Substance Control using current manifesting procedures. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator. The California Board of Equalization Number (State Generator's ID) for this project is HY HQ_36-020676.

The Contractor shall assume that the yellow thermoplastic residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for residue regulated under RCRA, as determined by test results, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided above for possible additional costs to be paid for as extra work, full compensation for submitting the required compliance programs, making arrangements with the Class 1 disposal facility operator, providing for the temporary storage of the residue within a secured area, testing the residue as required by the disposal facility operator, transportation of the residue to the Class 1 disposal facility, and disposal of the residue, all as specified herein, shall be considered as included in the contract prices paid per meter for remove traffic stripe and per square meter for remove thermoplastic pavement marking and no additional compensation will be allowed therefor.

Section 15-2.07, "Payment," of the Standard Specifications is amended by adding the following paragraph:

Where grinding is used to remove pavement markings, full compensation for additional grinding outside the limits of the existing pavement marking images to obtain a rectangular area shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefor.

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per tonne for asphalt concrete (Type A) and no separate payment will be made therefor.

REMOVE ROADSIDE SIGN

Existing roadside signs, at those locations shown on the plans to be removed, shall be removed and disposed of.

REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

REMOVE DRAINAGE FACILITIES

Existing inlets, where any portion of these structures is within one meter of the grading plane in excavation areas, or within 0.3-m of original ground in embankment areas or where shown on the plans to be removed, shall be completely removed and disposed of.

Frames and grates shall be removed and reused in the work as shown on the plans.

Full compensation for removing and reusing frames and grates shall be considered as included in the contract price paid for the item of work requiring reuse of the frame and grate.

REMOVE ASPHALT CONCRETE OVERSIDE DRAIN

Existing asphalt concrete overside drains, at locations shown on the plans to be removed, shall be removed and disposed of.

Asphalt concrete overside drains shall not be removed until their use is no longer required. The Contractor shall notify the Engineer in advance of any intended overside drain removal.

REMOVE CONCRETE DECK SURFACE

This work shall consist of removing portions of the portland cement concrete deck surface to a depth of 19 mm, abrasive blasting and blowing clean the deck surface as shown on the plans and as described in these special provisions.

The method of concrete removal shall be selected by the Contractor except that scarifiers, coldplaners, scabblers and similar types of equipment or procedures that leave fractured aggregate or otherwise damage the concrete surface to remain shall not be used.

Coarse aggregate remaining above the specified removal depth shall be firmly embedded in the remaining concrete.

High pressure water jet equipment, when used, shall have rotating jets and be rated at no less than 200 MPa. Adequate means shall be used to prevent water from the jetting operation from flowing across traffic lanes, or flowing into gutters or waterways.

After the deck has been blown clean, unsound concrete shall be removed, as specified under "Remove Unsound Concrete" of these special provisions. When the removal of unsound concrete has been completed, the entire surface shall be abrasive blast cleaned of all surface contaminants. The deck shall be dry when blast cleaning is performed.

If the surface becomes contaminated at any time prior to placing the overlay, the surface shall be cleaned by abrasive blasting.

Where abrasive blasting is being performed within 3 m of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

Nothing in these special provisions shall relieve the Contractor from his responsibilities in conformance with provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Equipment shall be fitted with suitable traps, filters, drip pans or other devices, as necessary, to prevent oil or other deleterious material from being deposited on the deck.

All removed materials shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Remove concrete deck surface will be measured by the square meter of concrete deck surface to be removed based on dimensions shown on the plans.

The contract price paid per square meter for remove concrete deck surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing concrete deck surface, except remove unsound concrete, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

RECONSTRUCT METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be reconstructed, shall be reconstructed.

Attention is directed to "Order of Work" of these special provisions regarding the reconstruction of metal beam guard railing at those locations exposed to public traffic.

Cable anchor assemblies or terminal anchor assemblies, including concrete anchors and steel foundation tubes, shall be completely removed and disposed of.

New posts, blocks, and hardware shall be furnished and used to reconstruct metal beam guard railing. New posts and blocks shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Posts, blocks, and other components of the removed metal beam guard railing, including terminal sections, that are not used in the reconstruction work shall be disposed of.

Full compensation for furnishing and installing new posts, blocks, and hardware; for connecting reconstructed metal beam guard railing to existing structures, other flat concrete surfaces or terminal systems; and for removing and disposing of anchor assemblies shall be considered as included in the contract price paid per meter for reconstruct metal beam guard railing and no separate payment will be made therefor.

Terminal anchor assemblies (Type SFT) for reconstructed metal beam guard railing will be measured and paid for separately and shall conform to the provisions in "Metal Beam Guard Railing" of these special provisions.

Terminal System (Type SRT) for connection to reconstructed metal beam guard railing will be measured and paid for separately in conformance with the provisions in "Terminal System (Type SRT)" of these special provisions.

RELAY ENTRANCE TAPER

Existing entrance tapers, at locations shown on the plans to be relayed, shall be relayed.

Entrance tapers shall not be removed prior to relaying until their use is no longer required. The Contractor shall notify the Engineer in advance of any intended entrance taper removal.

COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square meter. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

REMOVE CONCRETE CURB

Concrete, where shown on the plans to be removed, shall be removed.

Removing concrete curb will be measured by the meter, measured along the curb before removal operations.

Concrete removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

REMOVE UNSOUND CONCRETE

This work shall consist of the removal and disposal of unsound portland cement concrete, unsound epoxy concrete patches, and all asphalt concrete patches from the decks, curbs and railings of bridges. Unsound concrete shall be removed as shown on the plans and to the limits designated by the Engineer.

Unsound concrete is generally that concrete which emits a relatively dead or hollow sound when a chain is dragged over its surface or its surface is tapped with a metal tool. Concrete encasing corroded reinforcing steel beyond the limits identified by the sound may be considered as unsound concrete. The Engineer will determine the soundness of all concrete.

Equipment and tools shall not be used to remove unsound concrete which, in the opinion of the Engineer, cause the removal of excess quantities of sound concrete along with the unsound concrete. Equipment used shall be fitted with suitable traps, filters, drip pans or other devices to prevent oil or other deleterious matter from being deposited on the deck.

After the removal of unsound concrete has been completed, any existing reinforcing steel which has been exposed shall be restored to position and blocked and tied in conformance with the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Reinforcing steel that has been damaged to the extent that the steel's usefulness is destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at the Contractor's expense.

Removing unsound concrete will be paid for at the contract price per cubic meter for remove unsound concrete.

When the voids created by the removal of unsound concrete are filled with rapid setting concrete patches, the pay quantities for remove unsound concrete, in cubic meters, shall be the same as the pay quantities in cubic meters determined for rapid setting concrete (patch) as specified in "Rapid Setting Concrete Patches" of these special provisions. No deduction in pay quantities for remove unsound concrete will be made for concrete used to fill spalls which existed prior to the start of the work.

Pay quantities determined by the methods of measurement specified in this section will not necessarily be equal to the quantities computed from the actual dimensions of the concrete actually removed. No allowance will be made in the event that the pay quantities do not equal the volume of concrete actually removed.

The contract price paid per cubic meter for remove unsound concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing unsound concrete in conformance with the details shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

PREPARE CONCRETE BRIDGE DECK SURFACE

This work shall consist of cleaning the portland cement concrete deck surface by using steel shot-blasting and blowing clean the deck surface, as shown on the plans and as described in these special provisions.

No fewer than three shot-blasting machines shall be used during each shot-blasting operation.

All laitance and surface contaminants including, but not limited to rust, oil, paint, joint material, and other foreign material shall be cleaned from the surface of the existing concrete deck.

If the surface becomes contaminated at any time prior to placing the primer for the overlay, the surface shall be cleaned by abrasive blasting.

Where abrasive blasting is being performed within 3 m of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

Nothing in these special provisions shall relieve the Contractor from his responsibilities in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Equipment shall be fitted with suitable traps, filters, drip pans or other devices, as necessary, to prevent oil or other deleterious material from being deposited on the deck.

Equipment or procedures that leave fractured aggregate or otherwise damage the concrete surface which is to remain shall not be used.

All removed materials shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Preparing concrete bridge deck surface will be measured by the square meter of surface which is prepared to receive the overlay, based on dimensions shown on the plans.

The contract price paid per square meter for prepare concrete bridge deck surface shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing the concrete bridge deck surface complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

CLEAN BRIDGE DECK

This work shall consist of cleaning the portland cement concrete bridge deck surface as shown on the plans and as specified in these special provisions.

Asphaltic or petroleum products, contrast treatment, except for slurry or chip seal contrast treatment, and concrete curing seals shall be cleaned from the deck surface by abrasive blasting. The deck shall be dry when blast cleaning is performed.

If the surface becomes contaminated at any time prior to placing the penetrating sealer, the surface shall be cleaned by abrasive blasting.

Where abrasive blasting is being performed within 3 m of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

Nothing in these special provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Equipment shall be fitted with suitable traps, filters, drip pans or other devices, as necessary, to prevent oil or other deleterious material from being deposited on the deck.

All removed materials shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Cleaning bridge deck surface will be measured by the square meter of surface which is cleaned, based on field measurement of the completed work.

The contract price paid per square meter for clean bridge deck shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning the bridge deck, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

CLEAN DRAINS

This work shall consist of cleaning the existing drains as shown on the plans and as described in these special provisions.

Cleaning an existing drain shall consist of the removal of all dirt and debris in the drain. The entire length of the drain shall be cleaned.

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

GRIND BRIDGE DECK

Grinding existing portland cement concrete bridge decks shall conform to the provisions for grinding portland cement concrete pavement in Section 42-2, "Grinding," of the Standard Specifications and these special provisions.

Grinding shall be performed at the locations and to the limits shown on the plans.

Grind bridge deck will be measured and paid by the square meter for in the same manner specified for grinding existing concrete pavement in Section 42-2, "Grinding" of the Standard Specifications.

Attention is directed to Section 7-1.13, "Disposal of Material Outside the Highway Right of Way." of the Standard Specifications regarding disposal off-site, and to Section 10-1.27, "Grind Existing Concrete Pavement" elsewhere in these special provisions regarding optional disposal site.

BRIDGE REMOVAL

Removing portions of bridges shall conform to the provisions in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

All removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Before beginning concrete removal operations involving the removal of a portion of a monolithic concrete element, a saw cut approximately 13 mm deep shall be made to a true line along the limits of removal.

In the event the concrete at the joint seal is removed and the Contractor is unable, as determined by the Engineer, to construct, finish and cure the new concrete by the time the affected lane is to be opened to traffic, the void created by the removal of concrete shall be either bridged with temporary deck bridging or filled with a temporary roadway structural section. If temporary deck bridging is used for bridging voids during reconstruction work, it shall be designed, constructed, monitored, maintained and removed as specified in these special provisions. If temporary roadway structural section is used for filling voids during reconstruction work, it shall conform to these special provisions.

Temporary Deck Bridging

All temporary deck bridging components shall be stored at a location such that they can be installed at the void within 30 minutes.

The Contractor shall submit to the Engineer working drawings and design calculations for the temporary deck bridging. The drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Three sets of the drawings and one copy of the design calculations shall be furnished.

The temporary deck bridging working drawings shall conform to the requirements in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Working drawings for any part of the temporary deck bridging shall include, but not be limited to, connection details, modifications to existing bridge members, shop details, erection and removal plans, and equipment lists.

The working drawings shall include descriptions and values of all loads, including construction equipment and vehicular live loads, descriptions of equipment to be used, and complete details and calculations for supporting all loads imposed.

The Contractor shall allow 3 weeks for the review of any temporary deck bridging working drawings after complete drawings, calculations and all support data have been submitted to the Engineer .

Should the Engineer fail to complete the review within the time allowed and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in temporary deck bridging working drawing review, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The temporary deck bridging shall be mechanically connected to the existing structure while subjected to vehicular loads and shall not overstress, induce permanent forces into or produce cracking in the existing structure.

The temporary deck bridging shall be capable of supporting vehicular live loads, dead loads, construction equipment loads and additional loads imposed by the Contractor's operations. The construction equipment loads shall be the actual weight of the construction equipment.

As a minimum, the vehicular loading for the temporary deck bridging shall be the greater of AASHTO HS20-44 loading with 100 percent impact or AASHTO Permit loading with 100 percent impact.

The temporary deck bridging surface shall not vary more than 13 mm horizontally from the existing adjacent deck surfaces.

The temporary deck bridging shall have a uniform surface texture that provides a coefficient of friction of not less than 0.35.

Temporary deck bridging construction shall conform to the requirements for falsework in the first paragraph of Section 51-1.06B, "Falsework Construction," of the Standard Specifications.

Manufactured assemblies shall conform to the provisions in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications and these special provisions.

Welding, welder qualification, and inspection of welding shall conform to the requirements of ANSI/AASHTO/AWS D1.5.

Should unanticipated displacements, cracking or other damage occur to the existing structure or to any new components installed at the joint, the construction shall be discontinued until corrective measures satisfactory to the Engineer are performed. Damage to the structure as a result of the Contractor's operations shall be repaired by the Contractor in conformance with the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications.

When temporary deck bridging is no longer needed to bridge the void, all temporary deck bridging and connections shall be removed from the existing structure.

If the temporary deck bridging is recessed in the bridge deck, its surface shall not vary more than 6 mm vertically from the existing adjacent deck surfaces.

If a ledge adjacent to the concrete removal limits shown on the plans is used for the support of temporary deck bridging, when temporary bridging is no longer needed, the ledge shall be chipped down at a minimum slope of 1:1. Once the ledge is chipped down, the concrete to reconstruct the opening shall be placed and cured prior to opening the lane to traffic.

If the temporary deck bridging is not recessed in the bridge deck, the bridging shall be tapered at a 12 to 1 slope.

Temporary Roadway Structural Section

The Contractor shall provide, at the job site, a sufficient quantity, as determined by the Engineer, of a commercial quality cold-laid plant mixture, sand and a suitable cover for open joints, for construction of a temporary roadway structural section. The temporary structural section shall be maintained, and later removed as a first order of work when the Contractor is able to complete the construction, finishing and curing of the new concrete. The temporary structural section shall consist of a 75-mm depth of cold-laid plant mixture over sand and a temporary cover for joints.

At the option of the Contractor, he may design, construct and maintain a temporary structural section for the void.

If the Contractor elects to design a temporary structural section, he shall submit to the Engineer 3 weeks before starting any work at the existing void locations, complete details and working drawings for approval of the temporary structural section, method and equipment he proposes to use in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Three sets of drawings shall be submitted. These drawings shall show materials used for temporary structural section, including the method of maintaining and removing sections and such details as necessary to supplement the contract plans.

Should the Engineer fail to complete the review within the time allowed and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in temporary structural section working drawing review, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The temporary structural section shall remain in place and be maintained until it is no longer needed to fill the void, at which time it shall be removed from the existing structure.

Payment

Full compensation for furnishing, stockpiling and disposing of material for construction of temporary roadway structural sections; and for constructing, maintaining, removing and disposing of temporary roadway structural sections; and for designing, furnishing, constructing, monitoring, maintaining and removing temporary deck bridging, including chipping down support ledges, if used, shall be considered as included in the contract price paid for bridge removal (portion) of the location involved and no separate payment will be made therefor.

10-1.19 TEMPORARY SUPPORTS

Temporary supports for existing structures during reconstruction work shall be designed, furnished, constructed, monitored, maintained and removed in conformance with the provisions in these special provisions.

Construction sequence and application of temporary support jacking loads shall be as shown on the plans.

Temporary supports shall include jacking assemblies and appurtenant items necessary to jack and support the structures.

TEMPORARY SUPPORT DESIGN AND DRAWINGS

The Contractor shall submit to the Engineer working drawings and design calculations for the temporary supports. Such drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. The temporary support working drawings and design calculations shall conform to the requirements in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings and design calculations and times for review for temporary supports shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications.

Working drawings for any part of the temporary supports shall include stress sheets, anchor bolt layouts, shop details, erection and removal plans.

The temporary support working drawings shall include descriptions and values of all loads, including construction equipment loads, descriptions of equipment to be used, complete details and calculations for jacking and supporting the existing structure, provisions to jack the structure should settlement occur in the temporary supports, and descriptions of the displacement monitoring system. The displacement monitoring system shall include equipment to be used, location of control points, method and schedule of taking measurements.

A redundant system of supports shall be provided during the entire jacking operation for backup should any of the jacks fail. The redundant system shall include stacks of steel plates added as necessary to maintain the redundant supports at each jack location within 6 mm of the jacking sill or corbels.

When footing type foundations are to be used, the Contractor shall determine the bearing value of the soil and shall show the values assumed in the design of the temporary supports on the temporary support drawings. Anticipated temporary support foundation settlement shall be shown on the temporary support drawings.

When pile type foundations are to be used, the temporary support drawings shall show the maximum horizontal distance that the top of a temporary support pile may be pulled in order to position it under its cap. The temporary support plans shall also show the maximum allowed deviation of the top of the pile, in its final position, from a vertical line through the point of fixity of the pile.

Temporary support footings shall be designed to carry the load imposed upon them without exceeding the estimated soil bearing values and anticipated settlements.

Bracing shall be provided, as necessary, to withstand all imposed loads during erection and removal of any temporary supports. The temporary support drawings shall show provisions for such temporary bracing or methods to be used to conform to these requirements during each phase of erection and removal. Wind loads shall be included in the design of such bracing or methods. Wind loads shall conform to the provisions in Section 51-1.06A(1), "Design Loads," of the Standard Specifications.

The temporary support design calculations shall show a summary of computed stresses in the (1) temporary supports, (2) connections between temporary supports and the existing structure and (3) existing load supporting members. The computed stresses shall include the effect of the jacking sequence. The temporary support design calculations shall also include a lateral stiffness assessment of the temporary support system and conform to the design values shown on the plans.

The design of temporary supports will not be approved unless it is based on the use of loads and conditions which are no less severe than those described in "Temporary Support Design Criteria," of these special provisions and on the use of allowable stresses which are no greater than those described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications.

If falsework loads are imposed on temporary supports, the temporary supports shall also satisfy the deflection criteria described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications.

TEMPORARY SUPPORT DESIGN CRITERIA

The temporary supports shall support the initial jacking loads and the minimum temporary support design loads and the minimum lateral design forces shown on the plans. The vertical design loads shall be adjusted for the weight of temporary supports and jacks, construction equipment loads and additional loads imposed by the Contractor's operations. The construction equipment loads shall be the actual weight of the construction equipment but in no case shall be less than 960 N/m² of deck surface area of the frame involved. A frame is defined as the portion of the bridge between expansion joints.

The temporary supports shall resist the specified lateral design forces applied at the point where the temporary support meets the superstructure. The lateral design forces to be resisted shall be increased to be compatible with the temporary support lateral stiffness if the stiffness exceeds the specified minimum. The temporary supports resisting transverse lateral loads shall be placed at the locations shown on the plans.

The existing structure shall be mechanically connected to the temporary supports. The temporary supports shall be mechanically connected to their foundations. The mechanical connections shall be capable of resisting the lateral temporary support design forces. Friction forces developed between the existing structure and temporary supports shall not be used to reduce the lateral forces and shall not be considered as an effective mechanical connection. The mechanical connections shall be designed to tolerate adjustments to the temporary support frame throughout the use of the temporary supports.

Manufactured Assemblies

Manufactured assemblies shall conform to the provisions in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications and these special provisions.

Each jack shall be equipped with either a pressure gage or a load cell for determining the jacking force. Pressure gages shall have an accurately reading dial at least 150 mm in diameter. Each jack shall be calibrated by a private laboratory approved by the Transportation Laboratory within 6 months prior to use and after each repair, unless otherwise directed. Each jack and its gage shall be calibrated as a unit with the cylinder extension in the approximate position that it will be at final jacking force and shall be accompanied by a certified calibration chart. Load cells shall be calibrated and provided with an indicator by which the jacking force is determined.

SPECIAL LOCATIONS

Temporary supports shall conform to the provisions for falsework in Section 51-1.06A(3), "Special Locations," of the Standard Specifications.

TEMPORARY SUPPORT CONSTRUCTION

Temporary support construction shall conform to the provisions for falsework in Section 51-1.06B, "Falsework Construction," of the Standard Specifications.

Welding, welder qualification, and inspection of welding for all steel members shall conform to the requirements of ANSI/AASHTO/AWS D1.5.

Prior to proceeding with bridge removal, an engineer for the Contractor who is registered as a Civil Engineer in the State of California shall inspect the temporary supports, including jacking and displacement monitoring systems, for conformity with the working drawings. The Contractor's registered engineer shall certify in writing that the temporary supports, including jacking and displacement monitoring systems, substantially conform to the working drawings, and that the material and workmanship are satisfactory for the purpose intended. A copy of this certification shall be available at the site of the work at all times.

The Contractor's registered engineer shall be present at the bridge site at all times when jacking operations or adjustments are in progress and when bridge removal operations are in progress. The Contractor's registered engineer shall inspect the jacking and removal operation and report in writing on a daily basis the progress of the operation and the status of the remaining structure. A copy of the daily report shall be available at the site of the work at all times. Should an unplanned event occur, the Contractor's registered engineer shall submit immediately to the Engineer for approval, the procedure or proposed operation to correct or remedy the occurrence.

The Contractor shall perform an initial survey as part of the displacement monitoring system to record the location of the existing structure prior to the commencement of any work. Two copies of the survey shall be signed by an engineer, who is registered as a Civil Engineer in the State of California, and submitted to the Engineer.

Vandal-resistant displacement monitoring equipment shall be provided and maintained. Vertical and horizontal displacements of the temporary supports and the existing structure shall be monitored continuously during jacking operations and shall be accurately measured and recorded at least weekly during removal and reconstruction work. As a minimum, elevations shall be taken prior to the start of jacking operations, immediately after jacking is complete, after bridge removal is complete, before connecting the retrofitted superstructure to the substructure, and after the temporary supports have been removed. As a minimum, the existing structure shall be monitored at the bent and at mid span of both adjoining spans. Control points at each location shall be located near the center and at both edges of the superstructure. The records of vertical and horizontal displacement shall be signed by an engineer who is registered as a Civil Engineer in the State of California and available to the Engineer at the jobsite during normal working hours, and a copy of the record shall be delivered to the Engineer at the completion of reconstructing each hinge.

A force equal to the initial jacking load or the dead load shown on the plans shall be applied to the structure by the temporary support system and held until all initial compression and settlement of the system is completed before bridge removal work at the location being supported is begun.

Jacking operations shall be carefully controlled and monitored to ensure that the jacking loads are applied simultaneously to prevent distortion and excessive stresses that would damage the structure. The superstructure shall be jacked as necessary to maintain the total vertical displacements at control points to less than 6 mm from the elevations recorded prior to jacking or as modified by the Engineer.

Should unanticipated displacements, cracking or other damage occur, the construction shall be discontinued until corrective measures satisfactory to the Engineer are performed. Damage to the structure as a result of the Contractor's operations shall be repaired by the Contractor in conformance with the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications.

Following completion of the reconstruction, the monitored control points shall not deviate from the vertical position by more than 6 mm from the initial survey elevations or the elevations as modified by the Engineer.

REMOVING TEMPORARY SUPPORTS

Removing temporary supports shall conform to the provisions for falsework in Section 51-1.06C, "Removing Falsework," of the Standard Specifications, except that when public traffic is carried on the structure on temporary supports, no temporary supports shall be released until the supported concrete has attained 100 percent of the specified strength.

Attachments shall be removed from the existing structure and concrete surfaces restored to original conditions, except where permanent alterations are shown on the plans.

PAYMENT

The contract lump sum price paid for temporary support shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in designing, constructing, maintaining, and removing the temporary supports, including jacking the existing structure and monitoring displacements, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.20 CLEARING AND GRUBBING

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

Existing Oleanders and bottle brush in the median where the concrete barrier (Type 60C) and concrete barrier (Type 60) are to be placed, shall be completely removed. Oleanders shall be disposed of outside the highway right of way as provided in Section 7-1.13 of the Standard Specifications.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

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

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

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

10-1.21 EARTHWORK

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

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

The portion of imported borrow placed within 1.5 m of the finished grade shall have a Resistance (R-Value) of not less than 50.

Constructing and removing temporary access road will be measured and paid only once for the various contract items involved.

Full compensation for all work involved in constructing and removing the temporary access road, including imported borrow, as many times as required, shall be considered as included in the contract price paid per cubic meter for imported borrow and no additional compensation will be allowed therefor.

10-1.22 CONTROLLED LOW STRENGTH MATERIAL

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications and these special provisions.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for aluminum and aluminum-coated culverts nor for culverts having a diameter or span greater than 6.1 m.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 300 mm. This minimum may be reduced to 150 mm when the height of cover is less than or equal to 6.1 m or the pipe diameter or span is less than 1050 mm.

Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than 25 mm below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameter or 0.5 height for rigid culverts and 0.7 diameter or 0.7 height for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 345 kPa and 690 kPa for pipe culverts having a height of cover of 6.1 m or less and a minimum 28-day compressive strength of 690 kPa for pipe culverts having a height of cover greater than 6.1 m.. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. When controlled low strength material is used as structure backfill for pipe culverts, the sections of pipe culvert in contact with the controlled low strength material shall conform to the requirements of Chapter 850 of the Highway Design Manual using the minimum resistivity, pH, chloride content, and sulfate content of the hardened controlled low strength material. Minimum resistivity and pH shall be determined in conformance with the requirements of California Test 643. The chloride content shall be determined in conformance with the requirements of California Test 422 and the sulfate content shall be determined in conformance with the requirements of California Test 417.
- C. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- D. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 76 mm prior to covering and opening to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: C 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

10-1.23 SHOULDER BACKING

This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing in conformance with the details shown on the plans and these special provisions.

Material for shoulder backing shall consist of native material. The material shall be bladed or graded from areas adjacent to the shoulder backing as determined by the Engineer or as shown on the plans.

The areas where shoulder backing is to be constructed and areas where native material is to be obtained for shoulder backing shall be cleared of weeds, grass, and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and removed debris shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Large rocks in native material used for shoulder backing shall be removed if ordered by the Engineer. Removal of large rocks from native material will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Shoulder backing material shall be thoroughly mixed with the basement material by scarifying or blading and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on the new surfacing prior to placing the material in the final position, nor shall the material be deposited onto the new surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and C31 (Low Shoulder) signs off of and adjacent to the new surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 150 meters on tangents and 60 meters on curves. C31 signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 600 meters. The portable delineators and C31 signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered to be 100 meters. The length of shoulder backing to be paid for will be determined from actual measurement or calculated from centerline stationing or kilometer post distance determined by the Engineer.

The contract price paid per station for shoulder backing shall include full compensation for furnishing all labor (except removal of rocks from native material), materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, C31 signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.24 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

10-1.25 ASPHALT CONCRETE

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A asphalt concrete shall be Grade AR-8000 and in conformance with Section 92, "Asphalts," of the Standard Specifications.

The grade of asphalt binder to be mixed with aggregate for open graded asphalt concrete shall be Grade AR-4000 and in conformance with Section 92, "Asphalts," of the Standard Specifications.

The amount of asphalt binder used in asphalt concrete placed in dikes and overside drains shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

The aggregate for Type A asphalt concrete shall conform to the 19-mm maximum, medium grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The aggregate for open graded asphalt concrete shall conform to the 12.5-mm maximum, grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area), in addition to the prices paid for the materials involved, shall be limited to the areas listed on the plans. The temporary asphalt concrete tapers shown on the plans at the longitudinal and transverse edges for the polyester concrete overlay shall be measured and paid of as place asphalt concrete (miscellaneous areas) and no additional compensation will be allowed.

Aggregate for asphalt concrete dikes shall be in conformance with the provisions for 9.5-mm Maximum grading in Section 39-2.02, "Aggregate," of the Standard Specifications.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

If the finished surface of the Type A asphalt concrete on Route 5 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If the finished grade of the open graded asphalt concrete on the Route 5 traffic lanes does not meet the specified tolerances, it shall be completely removed and replaced, unless otherwise directed by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the asphalt concrete (Type A) finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

In addition to the provisions in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3-mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

The Contractor shall schedule paving operations so that each layer of asphalt concrete is placed on contiguous lanes of the traveled way during each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 3 m or less than 1.5 m. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement for the entire length of the project prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

Asphalt concrete surfacing shall be placed on existing public road connections shown on the plans, unless otherwise directed by the Engineer.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and for doing all the work necessary to hand rake these conforms shall be considered as included in the contract prices paid per tonne for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

10-1.26 CRACK EXISTING CONCRETE PAVEMENT

Existing concrete pavement at the locations shown on the plans as areas to be cracked shall be cracked to form discrete segments of pavement as specified in these special provisions.

Attention is directed to Section 7-1.09, "Public Safety," of the Standard Specifications. Positive provision shall be provided to contain flying debris during cracking operations.

Existing concrete pavement shall be cracked into segments nominally measuring 1.8 m transversely by 1.2 m longitudinally. In the event existing panels are already cracked into segments, these segments shall be cracked further into nominally equal-sized square or rectangular pieces having a transverse dimension of not more than 1.8 m and a longitudinal dimension of from 0.9 m to 1.5 m, wherever feasible. The pavement cracking tool shall not impact the pavement within 0.3 m of another break line, pavement joint or edge of pavement.

Concrete pavement shall be cracked such that vertical cracks are formed completely through the pavement. The vertical cracks shall not deviate from vertical by more than 150 mm between the surface and bottom of the pavement. The cracks shall be continuous without extensive surface spalling along the crack and without excessive shattering of the pavement or base. Spalling over 30 mm in depth will be considered as extensive surface spalling.

Equipment for cracking concrete pavement shall impact the pavement with a variable force which can be controlled in force and point of impact. Equipment and procedures that utilize unguided free-falling weights such as "headache balls" shall not be used.

Prior to starting cracking operations, the Engineer will select and mark, as a test section, not less than 3 nor more than 5 existing slabs within the limits of pavement to be cracked. The Contractor shall demonstrate, to the satisfaction of the Engineer, the ability of the selected equipment and procedure to produce cracks in the concrete pavement as specified in these special provisions. Immediately prior to cracking the test section slabs, water shall be applied to the surface of the slabs in sufficient quantity that cracking can readily be determined. After the application of water, the test section pavement shall be cracked with the equipment proposed for use on the project using varying impact energy and striking patterns until a proper procedure is established. To verify that the procedure is producing cracked pavement as specified in these special provisions, the Contractor shall take at least 2 core drilled pavement cores, 150 mm or more in diameter, in the cracked pavement test section. The exact location where cores are to be taken will be designated by the Engineer. Cores shall be obtained in conformance with the requirements in ASTM Designation: C 42. Core holes in the existing pavement shall be filled with a concrete mix containing a fast setting premixed magnesium phosphate cement or a fast setting premixed modified high alumina cement approved by the Engineer.

Once the equipment and the procedure for cracking pavement have been approved by the Engineer, that equipment and procedure shall be utilized to crack the concrete pavement for the project. Cores of the cracked concrete pavement shall be taken by the Contractor in the same manner specified for coring test sections, at intervals of not less than one core per lane kilometer for each machine used to crack the lane. In the event that cores indicate that cracking is unsatisfactory, as determined by the Engineer, or the equipment or procedures are changed, an additional test section will be selected and marked by the Engineer. The Contractor shall crack the additional test sections until the equipment and procedure produce cracked pavement conforming to these special provisions.

Prior to opening cracked concrete pavement to public traffic, the pavement shall be swept so that loose debris is removed from the pavement.

Neither the newly cracked pavement nor the first layer of the asphalt concrete shall be exposed to public traffic for more than 15 days.

Cracked pavement segments shall be seated not more than 24 hours prior to receiving the asphalt concrete overlay.

Cracked concrete shall be seated by making not less than 5 passes over the cracked concrete with either an oscillating pneumatic-tired roller conforming to the provisions in the fourth paragraph in Section 39-5.02, "Compacting Equipment," of the Standard Specifications, weighing not less than 13.6 tonnes, or a vibratory sheepsfoot roller exerting a dynamic centrifugal force of at least 89 kN. A pass shall be one movement of a roller in either direction. Roller speed shall not exceed 8 km/h.

After all segments have been seated to the satisfaction of the Engineer, loose debris shall be cleaned from all joints and cracks by suitable compressed-air equipment.

Prior to opening the cracked pavement to public traffic and prior to applying an asphaltic emulsion paint binder (tack coat) for the first layer of asphalt concrete, joints, cracks, and spalls, which are greater than 18 mm in width and greater than 25 mm in depth, shall be repaired by applying paint binder (tack coat), filling with asphalt concrete, and compacting the asphalt concrete. Asphalt concrete shall conform to the provisions for Type B asphalt concrete, 4.75-mm, Maximum grading in Section 39, "Asphalt Concrete," of the Standard Specifications.

Crack existing concrete pavement will be measured by the square meter determined from the full width and length of the pavement cracked. No deduction will be made for existing cracked segments.

The contract price paid per square meter for crack existing concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cracking existing concrete pavement, testing, seating cracked pavement, cleaning the pavement, filling joints, cracks and spalls, including coring cracked pavement and filling core holes, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.27 GRIND EXISTING CONCRETE PAVEMENT

Grinding existing portland cement concrete pavement shall conform to the provisions in Section 42-2, "Grinding," of the Standard Specifications and these special provisions.

Grinding shall be performed at the locations shown on the plans.

Attention is directed to Section 7-1.13, "Disposal of Material Outside the Highway Right of Way." of the Standard Specifications.

An optional disposal site for wastewater and solid residue from pavement grinding operations is available within the State Right of Way. The location of the site is as stated below. The quantity of residue will be approximately 40 cubic meters.

- A. At Route 5 and Del Paso Road in the northwest quadrant. Distance from the northernmost project limits is 5.5 km. The site is accessible to trucks by using northbound off-ramp to Del Paso, proceed west over Route 5, then use southbound Route 5 on-ramp. The quadrant is at or close to the same grade as the ramp for ease of ingress and egress.

Wastewater and grinding residue shall not be allowed to enter surface water. The Contractor shall excavate adequate ponds or trenches to contain the waste material. Excavations shall be covered with a minimum of 0.66 meters of native material after the wastewater has percolated into the soil. All slopes shall be a minimum of 4:1.

The site shall be left in a neat and presentable condition as directed by the Engineer.

10-1.28 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

GENERAL

Ten days prior to placing concrete for the hinge or girder reconstructions, the Contractor shall submit to the Engineer for approval details of the procedure to be used to assure placement of concrete to provide full bearing under the existing deck.

Concrete for use in the joint reconstruction work and for filling cored holes shall conform to the specifications for approach slab concrete using a non-chloride Type C chemical admixture as specified in "Structure Approach Slabs (Type R)" of these special provisions.

The first paragraph of Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications is amended to read:

- The concrete shall be finished in conformance with the provisions for finishing surfaces in Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp), and Driveway Construction," except that surfaces shall not be marked.

FALSEWORK

Falsework shall be designed and constructed in conformance with the requirements in Section 51-1.06, "Falsework," of the Standard Specifications and these special provisions.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

51-1.06A Falsework Design and Drawings

- The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.

- The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.

- Attention is directed to Section 5-1.02, "Plans and Working Drawings."

- For falsework over railroads, approval by the Engineer of the falsework drawings will be contingent upon the drawings being satisfactory to the railroad company involved.

- Except for placement of foundation pads and piles, the construction of any unit of falsework shall not start until the Engineer has reviewed and approved the drawings for that unit.

- Except as otherwise provided in the special provisions, the Contractor shall allow 3 weeks after complete drawings and all support data are submitted, for the review of any falsework plan.

- In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge, or portion thereof, or a single frame of a multi-frame bridge.

- Should the Engineer fail to complete the review within the time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in falsework plan review, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays."

- The Contractor may revise approved falsework drawings provided sufficient time is allowed for the Engineer's review and approval before construction is started on the revised portions. The additional time will not be more than that which was originally allowed.

- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.

- The falsework drawings shall include a superstructure placing diagram showing the concrete placing sequence and construction joint locations. When a schedule for placing concrete is shown on the contract plans, no deviation will be permitted.

- The maximum length of falsework spans used to support T-beam girder bridges shall not exceed 4.3 m plus 8.5 times the depth of the T-beam girder.

- When footing type foundations are to be used, the Contractor shall determine the bearing value of the soil and shall show the values assumed in the design of the falsework on the falsework drawings.

- When pile type foundations are to be used, the falsework drawings shall show the maximum horizontal distance that the top of a falsework pile may be pulled in order to position the falsework pile under its cap. The falsework plans shall also show the maximum allowed deviation of the top of the pile, in its final position, from a vertical line through the point of fixity of the pile.

- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

- Anticipated total settlements of falsework and forms shall be shown on the falsework drawings. These should include falsework footing settlement and joint take-up. Anticipated settlements shall not exceed 25 mm. Falsework supporting deck slabs and overhangs on girder bridges shall be designed so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.
- Falsework footings shall be designed to carry the load imposed upon the footings without exceeding the estimated soil bearing values and anticipated settlements.
- Foundations for individual steel towers where the maximum leg load exceeds 130 kN shall be designed and constructed to provide uniform settlement under all legs of each tower under all loading conditions.
- The support systems for form panels supporting concrete deck slabs and overhangs on girder bridges shall also be considered to be falsework and designed as such.
- Temporary bracing shall be provided, as necessary, to withstand all imposed loads during erection, construction, and removal of any falsework. The falsework drawings shall show provisions for the temporary bracing, or methods to be used to conform to this requirement during each phase of erection and removal. Wind loads shall be included in the design of the bracing or methods.
- The falsework design calculations shall show the stresses and deflections in load supporting members.
- The design of falsework will not be approved unless it is based on the use of loads and conditions which are no less severe than those described in Section 51-1.06A(1), "Design Loads," and based on the use of stresses and deflections which are no greater than those described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections." The Contractor is responsible for the proper evaluation of the falsework materials and design of the falsework to safely carry the actual loads imposed.

Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

51-1.06A(1) Design Loads

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m² for the combined live and dead load regardless of slab thickness.
- Dead loads shall include the loads due to the mass of concrete, reinforcing steel, forms, and falsework. The loads due to the mass of concrete, reinforcing steel, and forms shall be assumed to be not less than 25 kN/m³ for normal concrete and not less than 20 kN/m³ for lightweight concrete.
- Live loads shall consist of the actual load of any equipment to be supported by falsework applied as concentrated loads at the points of contact, and a uniform load of not less than 960 N/m² applied over the area supported, plus 1100 N/m applied at the outside edge of deck overhangs.
- The assumed horizontal load to be resisted by the falsework bracing system shall be the sum of the actual horizontal loads due to equipment, construction sequence, or other causes, and an allowance for wind, but in no case shall the assumed horizontal load to be resisted in any direction be less than 2 percent of the total dead load. The falsework shall be designed so that it will have sufficient rigidity to resist the assumed horizontal load without considering the load due to the concrete.
- The minimum horizontal load to be allowed for wind on heavy-duty steel shoring or steel pipe column falsework having a vertical load carrying capacity exceeding 130 kN per leg or column shall be the sum of the products of the wind impact area, shape factor, and applicable wind pressure value for each height zone. The wind impact area is the total projected area of all the elements in the tower face or falsework bent normal to the direction of the applied wind. The shape factor shall be taken as 2.2 for heavy-duty shoring and 1.0 for pipe column falsework. Wind pressure values shall be determined from the following table:

| Height Zone (Meters above ground) | Wind Pressure Value (Pa) | |
|---|--|--------------------|
| | Shores or Columns Adjacent to Traffic | At Other Locations |
| 0-9 | 960 | 720 |
| 9-15 | 1200 | 960 |
| 15-30 | 1440 | 1200 |
| over 30 | 1675 | 1440 |

- The minimum horizontal load to be allowed for wind on all other types of falsework, including falsework supported on heavy-duty shoring or pipe column falsework, shall be the sum of the products of the wind impact area and applicable wind pressure value for each height zone. The wind impact area is the gross projected area of the

falsework and any unrestrained portion of the permanent structure, excluding the areas between falsework bents or towers where diagonal bracing is not used. Wind pressure values shall be determined from the following table:

| Height Zone (Meters above ground) | Wind Pressure Value (Pa) | |
|--------------------------------------|---|-----------------------|
| | For Members Over and Bents Adjacent to Traffic Opening | At Other Locations |
| 0 to 9 | 2.0 Q | 1.5 Q |
| 9 to 15 | 2.5 Q | 2.0 Q |
| 15 to 30 | 3.0 Q | 2.5 Q |
| Over 30 | 3.5 Q | 3.0 Q |

Q = 48 + 31.4 W; but shall not be more than 479 Pa.

W = width of the falsework system, in meters, measured in the direction of the wind force being considered.

- The entire superstructure cross-section, except railing, shall be considered to be placed at one time except as provided herein. Girder stems and connected bottom slabs, if placed more than 5 days prior to the top slab, may be considered to be self supporting between falsework posts at the time the top slab is placed provided that the distance between falsework posts does not exceed 4 times the depth of the portion of the girder placed in the first pour.
- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.
- If the concrete is to be prestressed, the falsework shall be designed to support any increased or readjusted loads caused by the prestressing forces.

Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications is amended to read:

51-1.06A(2) Design Stresses, Loadings, and Deflections

- The maximum allowable design stresses and loadings listed in this Section 51-1.06A(2), are based on the use of undamaged, high-quality materials, and such stresses and loadings shall be reduced by the Contractor if lesser quality materials are to be used.
- The maximum allowable stresses, loadings, and deflections used in the design of the falsework shall be as follows:

Timber:

| | |
|---|---|
| Compression perpendicular to the grain | 3.1 MPa |
| Compression parallel to the grain | $3310 \div (L/d)^2$ MPa; not to exceed 11 MPa |
| Flexural stress | 12.4 MPa; 10.3 MPa for members with a nominal depth of 205 mm or less |
| Horizontal shear | 1.0 MPa |
| Axial tension | 8.3 MPa |
| Deflection due to concrete loading only | 0.0042 of the span, irrespective of deflection compensated for by camber strips |
| Modulus of elasticity (E) | 11×10^3 MPa |
| Timber piles | 400 kN |

L = unsupported length (mm).

d = least dimension of a square or rectangular column, or the width of a square of equivalent cross-sectional area for round columns (mm).

- Timber connections shall be designed in conformance with the procedures, stresses, and loads permitted in the Falsework Manual as published by the Department of Transportation.

Steel:

- For identified grades of steel, design stresses, except stresses due to flexural compression, shall not exceed those specified in the Manual of Steel Construction as published by the AISC.

- When the grade of steel cannot be positively identified, design stresses, except stresses due to flexural compression, shall not exceed either those specified in the AISC Manual for ASTM Designation: A 36/A 36M steel or the following:

| | |
|--|---|
| Tension, axial and flexural | 152 MPa |
| Compression, axial | 110 300-2.62(L/r) ² kPa; except L/r shall not exceed 120 |
| Shear on gross section of web of rolled shapes | 100 MPa |
| Web crippling for rolled shapes | 186 MPa |

- For all grades of steel, design stresses and deflections shall not exceed the following:

| | |
|---|---|
| Compression, flexural | 83 000 MPa, but not to exceed 152 MPa for Ld/bt unidentified steel or steel conforming to the requirements in ASTM Designation: A 36/A 36M nor 0.6F _y for other identified steel |
| Deflection due to concrete loading only | 0.0042 of the span, irrespective of deflection compensated for by camber strips |

- In the foregoing formulas, L is the unsupported length; d is the least dimension of rectangular columns, or the width of a square of equivalent cross-sectional area for round columns, or the depth of beams; b is the width and t is the thickness of the compression flange; and r is the radius of gyration of the member. All dimensions are expressed in millimeters. F_y is the specified minimum yield stress, in MPa, for the grade of steel used.
- The modulus of elasticity (E) used for steel shall be 20.7 x 10⁴ MPa.

Manufactured Assemblies:

- The maximum loadings and deflections used on jacks, brackets, columns, joists, and other manufactured devices shall not exceed the manufacturer's recommendations except that the dead load deflection of the joists used at locations other than under deck slabs between girders shall not exceed 0.0042 of their spans. If requested by the Engineer, the Contractor shall furnish engineering data from the manufacturer verifying the manufacturer's recommendations, or shall perform tests as necessary to demonstrate the adequacy of the devices proposed for use.

Welding and Nondestructive Testing

Welding of steel members, except for when fillet welds are used where load demands are less than or equal to 175 N/mm for each 3 mm of fillet weld, shall conform to AWS D1.1 or other recognized welding standard. The welding standard to be utilized shall be specified by the Contractor on the working drawings.

Splices made by field welding of steel beams at the project site shall undergo nondestructive testing (NDT). At the option of the Contractor, either ultrasonic testing (UT) or radiographic testing (RT) shall be used as the method of NDT for each field weld and any repair made to a previously welded splice in a steel beam. Testing shall be performed at locations selected by the Contractor. The length of a splice weld where NDT is to be performed, shall be a cumulative weld length equal to 25 percent of the original splice weld length. The cover pass shall be ground smooth at the locations to be tested. The acceptance criteria shall conform to the requirements of AWS D1.1, Section 6, for cyclically loaded nontubular connections subject to tensile stress. If repairs are required in a portion of the weld, additional NDT shall be performed on the repaired sections. The NDT method chosen shall be used for an entire splice evaluation including any required repairs.

For all field welded splices and previously welded splices, the Contractor shall furnish to the Engineer a letter of certification which certifies that all welding and NDT, including visual inspection, are in conformance with the specifications and the welding standard shown on the approved working drawings. The letter of certification shall be signed by an engineer who is registered as a Civil Engineer in the State of California and shall be provided prior to placing any concrete for which the falsework is being erected to support.

Section 51-1.06A(3), "Special Locations," of the Standard Specifications is amended to read:

51-1.06A(3) Special Locations

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework over or adjacent to roadways or railroads which are open to traffic shall be designed and constructed so that the falsework will be stable

if subjected to impact by vehicles. Falsework posts which support members that cross over a roadway or railroad shall be considered as adjacent to roadways or railroads. Other falsework posts shall be considered as adjacent to roadways or railroads only if they are located in the row of falsework posts nearest to the roadway or railroad, and the horizontal distance from the traffic side of the falsework to the edge of pavement, or to a point 3 m from the centerline of track, is less than the total height of the falsework and forms. The Contractor shall provide any additional features for the work needed to ensure that falsework will be stable if subjected to impact by vehicles and to comply with the provisions in Section 7-1.09, "Public Safety." The falsework design at these locations shall include, but not be limited to, the following minimum provisions:

The vertical load used for the design of falsework posts and towers, but not footings, which support the portion of the falsework over openings, shall be the greater of the following:

- (1) 150 percent of the design load calculated in conformance with the provisions for design load previously specified but not including any increased or readjusted loads caused by the prestressing forces, or
- (2) the increased or readjusted loads caused by the prestressing forces.

Falsework posts adjacent to roadways or railroads shall consist of either steel with a minimum section modulus about each axis of $156 \times 10^3 \text{ mm}^3$, or sound timbers with a minimum section modulus about each axis of $4.1 \times 10^6 \text{ mm}^3$.

Each falsework post adjacent to roadways or railroads shall be mechanically connected to its supporting footing at its base, or otherwise laterally restrained, so as to withstand a force of not less than 9 kN applied at the base of the post in any direction except toward the roadway or railroad track. The posts also shall be mechanically connected to the falsework cap or stringer. The mechanical connection shall be capable of resisting a load in any horizontal direction of not less than 4.5 kN.

For falsework spans over roadways, all exterior falsework stringers, and stringers adjacent to the ends of discontinuous caps, the stringer or stringers over points of minimum vertical clearance and every fifth remaining stringer, shall be mechanically connected to the falsework cap or framing. The mechanical connections shall be capable of resisting a load in any direction, including uplift on the stringer, of not less than 2.2 kN. The connections shall be installed before traffic is allowed to pass beneath the span. For falsework spans over railroads, all falsework stringers shall be so connected to caps.

When timber members are used to brace falsework bents which are located adjacent to roadways or railroads, all connections for the timber bracing shall be of the bolted type using 16-mm diameter or larger bolts.

The falsework shall be located so that falsework footings or piles are at least 75 mm clear of railing posts and barriers, and all other falsework members are at least 0.3-m clear of railing members and barriers.

Falsework bents within 6 m of the center line of a railroad track shall be sheathed solid in the area between 1 m and 5 m above the track elevation on the side facing the track. Sheathing shall consist of plywood not less than 16-mm thick or lumber not less than 19-mm thick. Bracing on these bents shall be adequate so that the bent will resist the required assumed horizontal load or 22 kN, whichever is greater.

The dimensions of the clear openings to be provided through falsework for roadways shall be as specified in "Maintaining Traffic," of the special provisions.

The dimensions of clear openings to be provided through the falsework for railroads shall be as specified in "Railroad Relations and Insurance," of the special provisions.

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

51-1.06B Falsework Construction

- The falsework shall be constructed to substantially conform to the falsework drawings. The materials used in the falsework construction shall be of the quality necessary to sustain the stresses required by the falsework design. When manufactured assemblies are used in falsework, the Contractor shall furnish to the Engineer a letter of certification which certifies that all components of these manufactured assemblies are used in conformance with the manufacturer's recommendations. The workmanship used in falsework construction shall be of such quality that the falsework will support the loads imposed on the falsework without excessive settlement or take-up beyond that shown on the falsework drawings.
- Falsework shall be founded on a solid footing safe against undermining, protected from softening, and capable of supporting the loads imposed on the falsework. When requested by the Engineer, the Contractor shall demonstrate

by suitable load tests that the soil bearing values assumed for the design of the falsework do not exceed the supporting capacity of the soil.

- When falsework is supported on piles, the piles shall be driven and the actual bearing value assessed in conformance with the provisions in Section 49, "Piling."
- For falsework piles with a calculated loading capacity greater than 900 kN, the Contractor shall conduct dynamic monitoring of pile driving and conduct penetration and bearing analyses based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.
- When falsework is over or adjacent to roadways or railroads, all details of the falsework system which contribute to horizontal stability and resistance to impact, except for bolts in bracing, shall be installed at the time each element of the falsework is erected and shall remain in place until the falsework is removed.
- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.
- Temporary railing (Type K), conforming to the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," shall be installed on both sides of all vehicular openings through falsework and, when ordered by the Engineer, at all other falsework less than 3.6 m from the edge of a traffic lane. Temporary railings shall begin approximately 46 m in advance of the falsework and shall extend past the falsework, in the direction of adjacent traffic flow. For 2-way traffic openings, the temporary railing shall extend at least 18 m past the falsework, in the direction of adjacent traffic flow. The location and length of railing and the type of flare to be used shall be as ordered by the Engineer. The clear vehicular opening between temporary railings shall be not less than that specified in the special provisions.
- The installation of temporary railing shall be complete before falsework erection is begun. Temporary railing at falsework shall not be removed until the removal is approved by the Engineer.
- Temporary railing (Type K) installed as specified above will be measured and paid for as provided in Section 12-4, "Measurement and Payment," except that when the Engineer's Estimate does not include a contract item for temporary railing (Type K), full compensation for furnishing, placing, maintaining, repairing, replacing, and removing the temporary railing at falsework locations as specified in this Section 51-1.06B, shall be considered as included in the contract prices paid for the various items of work requiring falsework, and no separate payment will be made therefor.
- Camber strips shall be used where directed by the Engineer to compensate for falsework deflection, vertical alignment, and anticipated structure deflection. The Engineer will furnish to the Contractor the amount of camber to be used in constructing the falsework.
- The Contractor shall provide tell-tales attached to the soffit forms and readable from the ground in enough systematically placed locations to determine the total settlement of the entire portion of the structure where concrete is being placed.
- Deck slab forms between girders shall be constructed with no allowance for settlement relative to the girders.
- Dead loads, other than those due to forms and reinforcing steel, shall not be applied to any falsework until authorized by the Engineer.
- Should unanticipated events occur, including settlements that deviate by more than ± 10 mm from those indicated on the falsework drawings, which in the opinion of the Engineer would prevent obtaining a structure conforming to the requirements of these specifications, the placing of concrete shall be discontinued until corrective measures satisfactory to the Engineer are provided. In the event satisfactory measures are not provided prior to initial set of the concrete in the affected area, the placing of concrete shall be discontinued at a location determined by the Engineer. All unacceptable concrete shall be removed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended to read:

51-1.06C Removing Falsework

- Falsework supporting any span of a simple span bridge shall not be released before 10 days after the last concrete, excluding concrete above the bridge deck, has been placed. Unless otherwise permitted by the Engineer, falsework supporting any span of a continuous or rigid frame bridge shall not be released before 10 days after the last concrete, excluding concrete above the bridge deck, has been placed in that span and in the adjacent portions of each adjoining span for a length equal to at least one-half the length of the span where falsework is to be released.
- Falsework for cast-in-place prestressed portions of structures shall not be released until after the prestressing steel has been tensioned.
- Falsework supporting any span of a continuous or rigid frame bridge shall not be removed until all required prestressing has been completed in that span and in the adjacent portions of each adjoining span for a length equal to at least one-half the length of the span where falsework is to be released.

- Falsework for arch bridges shall be removed uniformly and gradually, beginning at the crown and working toward the springing, to permit the arch to take its load slowly and evenly. Falsework for adjacent arch spans shall be struck simultaneously.
- Falsework supporting overhangs, deck slabs between girders, and girder stems which slope 45 degrees or more off vertical shall not be released before 7 days after the deck concrete has been placed.
- Falsework supporting the sides of the girder stems which slope less than 45 degrees off vertical may be removed prior to placing deck slab concrete, providing a reshoring system is installed. The reshoring system shall consist of lateral supports which are designed to resist all rotational forces acting on the stem, including those caused by the placement of deck slab concrete. The lateral supports shall be installed immediately after each form panel is removed and prior to the release of supports for the adjacent form panel.
- Falsework for bent caps which will support steel or precast concrete girders shall not be released before 7 days after the cap concrete has been placed. Girders shall not be erected onto the bent caps until the concrete in the cap has attained a compressive strength of 18 MPa or 80 percent of the specified strength, whichever is higher.
- Unless otherwise specified, removing falsework supporting any span of structural members subject to bending, shall conform to the requirements for removing falsework supporting any span of a simple span bridge.
- In addition to the above requirements, no falsework for bridge spans shall be released until the supported concrete has attained a compressive strength of 18 MPa or 80 percent of the specified strength, whichever is higher.
- Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 4.25 m or less shall not be released until the last placed concrete has attained a compressive strength of 11 MPa, provided that curing of the concrete is not interrupted. Falsework removal for other box culverts shall conform to the requirements for release of bridge falsework.
- Falsework for arch culverts shall not be released before 40 hours after the supported concrete has been placed.
- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.
- All falsework materials shall be completely removed. Falsework piling shall be removed at least 0.6-m below the surface of the original ground or original streambed. When falsework piling is driven within the limits of ditch or channel excavation areas, the falsework piling within those areas shall be removed to at least 0.6-m below the bottom and side slopes of the excavated areas.
- All debris and refuse resulting from the work shall be removed and the premises left in a neat and presentable condition.

10-1.29 STRUCTURE APPROACH SLABS (TYPE R)

Structure approach slabs (Type R) shall consist of removing existing pavement and base including portland cement concrete pavement, subsealing material, and cement treated base and constructing new reinforced concrete approach slabs at structure approaches as shown on the plans and in conformance with these special provisions.

GENERAL

The thickness shown on the plans for structure approach slabs is the minimum thickness. The thickness will vary depending on the thickness of the pavement and base materials removed.

Where pavement subsealing has been performed under existing approach slabs, the subsealing material shall be removed for its full depth. Where removal of cement treated base is required to construct the approach slab, the entire thickness of the cement treated base shall be removed.

Voids between the new reinforced structure approach slab and the base material remaining in place that are caused by removal of subsealing material or cement treated base shall be filled, at the option of the Contractor, with aggregate base (approach slab) or structure approach slab concrete.

The Contractor shall establish a grade line for new approach slabs by setting stringlines on each side of the proposed approach slab. The stringlines shall start approximately 30 m from the structure and extend approximately 15 m onto the structure. The stringlines shall be adjusted as necessary to provide a smooth profile grade for the new approach slab. The profile grade will be subject to the approval of the Engineer.

The Contractor shall schedule his operations so that the pavement and base materials removed during a work period shall be replaced, in that same work period, with approach slab concrete that shall be cured for at least 6 hours prior to the time the lane is to be opened to public traffic as designated in "Maintaining Traffic" of these special provisions. In the event the existing pavement and base materials are removed and the Contractor is unable, as determined by the Engineer, to construct, finish and cure the new approach slab by the time the lane is to be opened to public traffic, the excavation shall be filled with a temporary roadway structural section as specified in this section, "Structure Approach Slabs (Type R)."

TEMPORARY ROADWAY STRUCTURAL SECTION

A sufficient standby quantity, as determined by the Engineer, of asphalt concrete and aggregate base shall be provided at the project site for construction of a temporary roadway structural section where existing approaches to structures are being replaced. The temporary structural section shall be maintained and later removed as a first order of work when the Contractor is able to construct and cure the approach slab within the prescribed time limit. The temporary structural section shall consist of 90-mm thick layer of asphalt concrete over aggregate base.

The aggregate base for the temporary structural section shall conform to the requirements specified under "Aggregate Base (Approach Slab)" of these special provisions.

The asphalt concrete for the temporary structural section shall be produced from commercial quality aggregates and asphalt binder. The grading of the aggregate shall conform to the 19-mm maximum medium grading in Section 39-2.02, "Aggregate," of the Standard Specifications and the asphalt binder shall conform to the requirements of liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the Standard Specifications. The amount of asphalt binder to be mixed with the aggregate shall be approximately 0.3-percent less than the optimum bitumen content as determined by California Test 367.

Aggregate base and asphalt concrete for the temporary structural section shall be spread and compacted by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surfacing of uniform smoothness, texture, and density. The aggregate base and the asphalt concrete may each be spread and compacted in one layer. The finished surface of the asphalt concrete shall not vary more than 15 mm from the lower edge of a 3.6-m straightedge placed parallel with the centerline and shall match the elevation of the existing concrete pavement and structure along the joints between the existing pavement and structure and the temporary surfacing.

The material from the removed temporary structural section shall be disposed of outside the highway right of way in conformance with Section 7-1.13 of the Standard Specifications except that removed aggregate base may be stockpiled at the project site and reused for construction of another temporary structural section. When no longer required, standby material or stockpiled material for construction of temporary structural sections shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13.

REMOVING EXISTING PAVEMENT AND BASE MATERIALS

The outline of portland cement concrete to be removed shall be sawed full depth with a power-driven concrete saw.

The outlines of excavations in asphalt concrete shall be cut on a neat line to a minimum depth of 75 mm with a power-driven concrete saw or wheel-type rock cutting excavator before any asphalt concrete material is removed. These excavations shall be permanently or temporarily backfilled to conform to the grade of the adjacent pavement prior to opening the lane to public traffic. Surplus excavated material may be used as temporary backfill material.

Regardless of the type of equipment used to remove concrete within the sawed outline, the surface of the concrete to be removed shall not be impacted within 0.5-m of the pavement to remain in place. Removing existing pavement and base materials shall be performed without damage to the adjacent structure or pavement that is to remain in place. Damage to the structure or to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer. Damaged pavement shall be removed and replaced with new concrete pavement if ordered by the Engineer. Repairing damage to structures or repairing or removing and replacing damaged pavement outside the limits of structure approach slabs shall be at the Contractor's expense.

Materials removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

The base material remaining in-place, after removing the existing pavement and base materials to the required depth, shall be graded uniformly, watered, and compacted. The finished surface of the base material at any point shall not extend above the grade approved by the Engineer.

Areas of the base material that are low as a result of over excavation shall be filled, at the Contractor's expense, with structure approach slab concrete at the time and in the same operation that the new concrete is placed.

AGGREGATE BASE (APPROACH SLAB)

The aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete shall be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand, or any combination thereof. The grading of the aggregate base shall conform to the 19-mm maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications.

Aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete shall be spread and compacted by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material. The aggregate base shall be watered and compacted to the grade approved by the Engineer. Where the required thickness of aggregate base is 200 mm or less, the base may be spread and compacted in one layer. Where the required thickness of aggregate base is more than 200 mm, the base shall be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 200 mm. The finished surface of the base material at any point shall not extend above the grade approved by the Engineer. Areas of the base material that are lower

than the grade approved by the Engineer, shall be filled with structure approach slab concrete at the time and in the same operation that the new concrete is placed.

STRUCTURE APPROACH SLAB

Reinforced concrete approach slabs shall conform to the provisions for approach slabs in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Concrete for use in approach slabs shall contain not less than 400 kg of cement per cubic meter.

Miscellaneous steel parts and all steel components of abutment ties including plates, nuts, washers, and rods shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

Approach slab concrete that requires a minimum curing period of 6 hours shall be constructed using a non-chloride Type C chemical admixture. Mineral admixture will not be required in this concrete.

Portland cement for use in concrete using a non-chloride Type C chemical admixture shall be Type II Modified, Type II Prestress, or Type III. Type II Modified and Type III cement shall conform to the provisions in Section 90-2.01, "Portland Cement," of the Standard Specifications. Type II Prestress cement shall conform to the requirements of Type II Modified cement, except the mortar containing the portland cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not contract in air more than 0.053-percent.

The non-chloride Type C chemical admixture shall be approved by the Engineer and shall conform to the requirements in ASTM Designation: C 494 and Section 90-4, "Admixtures," of the Standard Specifications.

The concrete with non-chloride Type C chemical admixture shall be prequalified prior to placement in conformance with the provisions for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications and the following:

- A. Immediately after fabrication of the 5 test cylinders, the cylinders shall be stored in a temperature medium of 21 ± 1.5°C until the cylinders are tested.
- B. The 6-hour average strength of the 5 test cylinders shall not be less than 5.85 MPa. No more than 2 test cylinders shall have a strength of less than 5.5 MPa.

Building paper shall be commercial quality No. 30 asphalt felt.

Polyvinyl chloride (PVC) conduit used to encase the abutment tie rod shall be commercial quality.

Bar reinforcement or abutment tie rods in drilled holes shall be bonded in conformance with the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the Standard Specifications.

The top surface of approach slabs shall be finished in conformance with the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications. The finished top surface shall not vary more than 6 mm from the lower edge of a 3.6-m straightedge placed parallel with the centerline. Edges of slabs shall be edger finished.

The surface of the approach slab will not be profiled and the Profile Index requirements shall not apply.

Approach slabs shall be cured with pigmented curing compound (1) in conformance with the provisions for curing structures in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The minimum curing period as specified in this section-"Structure Approach Slabs (Type R)" shall be considered to begin at the start of discharge of the last truck load of concrete to be used in the slab. Fogging of the surface with water after the curing compound has been applied will not be required. Should the film of curing compound be damaged from any cause before the approach slab is opened to public traffic, the damaged portion shall be repaired immediately with additional compound, at the Contractor's expense. Damage to the curing compound after the approach slab is opened to public traffic shall not be repaired.

If the ambient temperature is below 18°C during the curing period, an insulating layer or blanket shall cover the surface. The insulation layer or blanket shall have an R-value rating given in the table below. At the Contractor's option, a heating tent may be used in lieu of or in combination with the insulating layer or blanket:

| Temperature range during curing period | R-value, minimum |
|--|------------------|
| 13°C to 18°C | 1 |
| 7°C to 13°C | 2 |
| 4°C to 7°C | 3 |

Tests to determine the coefficient of friction of the final textured surface will be made only if the Engineer determines by visual inspection that the final texturing may not have produced a surface having the specified coefficient of friction. Tests to determine the coefficient of friction will be made after the approach slab is opened to public traffic, but not later than 5 days after concrete placement. The coefficient of friction will be measured by California Test 342. Portions of completed concrete surfaces that are found to have a coefficient of friction less than 0.35 shall be ground or grooved parallel to the center line in conformance with the provisions for bridge decks in Section 42, "Groove and Grind Pavement," of the Standard Specifications.

JOINTS

Hardboard and expanded polystyrene shall conform to the provisions in Section 51-1.12D, "Sheet Packing, Preformed Pads and Board Fillers," of the Standard Specifications.

Type AL joint seals shall conform to the provisions in Section 51-1.12F, "Sealed Joints" of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods.

The pourable seal between the steel angle and concrete barrier shall conform to the requirements for Type A and AL seals in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods. Immediately prior to placing the seal, the joint shall be thoroughly cleaned, including abrasive blast cleaning of the concrete surfaces, so that all foreign material and concrete spillage are removed from all joint surfaces. Joint surfaces shall be dry at the time the seal is placed.

MEASUREMENT AND PAYMENT

Structural concrete, approach slab (Type R) will be measured and paid for in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for removing and disposing of portions of existing structures and pavement materials, and for furnishing and placing miscellaneous metal, Type AL joint seals, and pourable seals shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type R) and no separate payment will be made therefor.

The quantity of aggregate base (approach slab) to be paid for shall include the actual volume of aggregate base (approach slab) used to fill voids below the reinforced structure approach slab concrete, except for the volume of areas low as a result of over excavation. The volume to be paid for will be calculated on the basis of the constructed length, width, and thickness of the filled voids. Structure approach slab concrete used to fill voids lower than the approved grade of the base, except for the areas low as a result of over excavation by the Contractor, will be measured and paid for by the cubic meter as aggregate base (approach slab).

No adjustment of compensation will be made for any increase or decrease in the quantity of aggregate base (approach slab) required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of aggregate base (approach slab).

The contract price paid per cubic meter for aggregate base (approach slab) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base (approach slab), complete in place, including excavation and removing and disposing of base and subsealing materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing, stockpiling, and disposing of standby material for construction of temporary structural sections; and for constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type R) and no separate payment will be made therefor.

Full compensation for drilling and bonding of abutment tie rods shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type R) and no separate payment will be made therefor.

10-1.30 PAVING NOTCH EXTENSION

This work shall consist of extending existing paving notches in conformance with the details shown on the plans and these special provisions.

Concrete for paving notch extension shall be a high-strength material consisting of either magnesium phosphate concrete, modified high alumina based concrete, or portland cement based concrete. Magnesium phosphate concrete shall conform to the provisions for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions. Modified high alumina based concrete and portland cement based concrete shall be water activated and shall conform to the provisions for single component (water activated) magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions.

At least one hour shall elapse between the time of placing concrete for the paving notch extension and placing concrete for the structure approach slab.

A clean uniform rounded aggregate filler may be used to extend the concrete. The moisture content of the aggregate shall not exceed 0.5-percent. Grading of the aggregate shall conform to the following:

| Sieve Sizes | Percentage Passing |
|-------------|--------------------|
| 12.5-mm | 100 |
| 1.18-mm | 0-5 |

The amount of aggregate filler shall conform to the manufacturer's recommendation, but in no case shall the concrete strengths be less than that specified for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications.

The components of dual component (with a prepackaged liquid activator) magnesium phosphate shall be combined by mixing complete units supplied by the manufacturer. Portions of units shall not be used. Water shall not be added to dual component magnesium phosphate.

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

Concrete shall not be retempered. Finishing tools that are cleaned with water shall be thoroughly dried before working the concrete.

When placing concrete on slopes exceeding 5 percent, the Engineer may require the Contractor to provide a flow controlled modified material.

Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

The surface temperature of the areas to receive the concrete shall be 5°C or above when the concrete is placed. The contact surface to receive the magnesium phosphate concrete shall be dry. The contact surfaces to receive the modified high alumina concrete or portland cement based concrete may be damp but not saturated.

The construction joint between the paving notch extension and the existing abutment shall conform to the provisions for horizontal construction joints in Section 51-1.13, "Bonding," of the Standard Specifications. Concrete shall be placed in the spalled portions of the existing paving notch concurrently with the concrete for the paving notch extension.

Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Structure excavation and backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications.

Drilling of holes and bonding of reinforcing steel dowels shall conform to the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the Standard Specifications.

The quantity of concrete for paving notch extension will be measured by the cubic meter as determined in conformance with the dimensions shown on the plans or other dimensions that may be ordered in writing by the Engineer.

The contract price paid per cubic meter for paving notch extension shall include full compensation for furnishing all labor, materials (including concrete for the paving notch spalled areas), tools, equipment, and incidentals, and for doing all the work involved in constructing the paving notch extension, complete in place, including structure excavation and backfill, reinforcement, and drilling and bonding dowels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.31 DRILL AND BOND DOWELS

Drilling and bonding dowels shall conform to the details shown on the plans, the provisions in Section 83-2.02D(1), "General," of the Standard Specifications, and these special provisions.

Dowels shall conform to the provisions for bar reinforcement in "Reinforcement" of these special provisions.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Unless otherwise provided, dowels to be bonded into drilled holes will be paid for as bar reinforcing steel (bridge).

Unless otherwise provided, drilling and bonding dowels will be measured and paid for by the meter determined by the number and the required depth of holes as shown on the plans or as ordered by the Engineer.

The contract price paid per meter for drill and bond dowel shall include full compensation for furnishing all labor, materials (except reinforcing steel dowels), tools, equipment, and incidentals, and for doing all the work involved in drilling the holes, including coring through reinforcement when approved by the Engineer, and bonding the dowels, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.32 RAPID SETTING CONCRETE PATCHES

This work shall consist of cleaning the surfaces and furnishing, placing, and finishing concrete patches. Concrete patches shall be placed in conformance with the details shown on the plans, the provisions of the Standard Specifications, and these special provisions.

The concrete material shall be a high-strength material consisting of either magnesium phosphate concrete, modified high alumina based concrete or portland cement based concrete. Magnesium phosphate concrete shall conform to the requirements for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these

special provisions. Modified high alumina based concrete and portland cement based concrete shall be water activated and shall conform to the requirements for single component (water activated) magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions.

A clean uniform rounded aggregate filler may be used to extend the concrete. The moisture content of the aggregate shall not exceed 0.5 percent. Grading of the aggregate shall conform to the following:

| Sieve Size | Percentage Passing |
|------------|--------------------|
| 12.5 mm | 100 |
| 1.18 mm | 0-5 |

The amount of aggregate filler shall conform to the manufacturer's recommendations, but in no case shall the concrete strengths be less than that specified for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications.

Mixing of components of dual component (with a prepackaged liquid activator) magnesium phosphate shall be by complete units, supplied by the manufacturer. Portions of units shall not be used. Water shall not be added to dual component magnesium phosphate.

Cleaning the contact surfaces of existing concrete shall be accomplished by abrasive blast cleaning the concrete and exposed reinforcing steel, as necessary, to remove all rust, paint, grease, asphalt or other foreign materials. A minimum of 3 mm of concrete shall be removed. Immediately prior to applying the new concrete, the surfaces shall be recleaned by sweeping and pressure jetting, or by other approved means, as necessary to remove debris which has accumulated during construction or after abrasive blast cleaning. The surface temperature of the areas to be covered shall be 4°C or above when the concrete is applied. Methods proposed to heat said surfaces are subject to approval by the Engineer. The contact surface for the magnesium phosphate concrete shall be dry. The contact surfaces for modified high alumina based concrete or portland cement based concrete may be damp but not saturated.

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

Concrete shall not be retempered. Finishing tools that are cleaned with water shall be thoroughly dried before working the concrete.

When placing concrete on slopes exceeding 5 percent, the Engineer may require the Contractor to provide a flow controlled modified material.

Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

Unless otherwise permitted in writing by the Engineer, public traffic shall not be permitted on the new concrete until at least one hour after final set.

Rapid setting concrete (patch) will be measured and paid for by the cubic meter.

The quantities of rapid setting concrete (patch), in cubic meters, to be paid for will be determined from the total number of kilograms of concrete actually used in the patch divided by a plastic density of 2160 kilograms per cubic meter. Wasted or unused concrete will not be included. The number of kilograms of concrete, with or without aggregate filler, will be determined from scale weights.

The contract price paid per cubic meter for rapid setting concrete (patch) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing concrete patches, including cleaning contact surfaces, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.33 EPOXY CRACK INJECTION

Certain cracks in the existing concrete structure shall be prepared and filled with epoxy by pressure injection in conformance with the details shown on the plans and these special provisions.

The cracks to be so prepared and filled shall be only those designated by the Engineer and will not include any cracks which are less than 0.5-mm wide.

MATERIALS

The epoxy adhesive to be used for injecting into cracks in concrete shall be furnished in conformance with the provisions in Sections 95-1, "General," and 95-2.11, "Epoxy Resin Adhesive for Injection Grouting of Portland Cement Concrete Pavements (State Specification 8040-01F-02)," of the Standard Specifications and these special provisions.

Where cracks of varying widths are to be filled, it may be necessary to use more than one epoxy formulation on the project.

PREPARATION

Cracks to be filled shall be cleaned free of dust, silt, and any other material that would impair bond of epoxy to concrete. Cleaning shall be done with compressed air jets except that when such jets will not remove material from the cracks, the cracks shall be flushed with water under pressure. When flushing water is used, the water shall be blown out of the cracks with oil-free compressed air before epoxy is injected.

Suitable injection ports shall be inserted in the cracks at intervals not less than the thickness of the concrete being injected. At the end of a crack, the first port shall be about half this distance from the end. The spacing of the ports shall be adjusted so that the epoxy substantially fills the cracks.

The surface of crack between ports shall be sealed with tape or other temporary surface sealant which is capable of retaining the epoxy adhesive in the crack during pressure injection and until the epoxy has hardened.

INJECTION

Epoxy adhesive shall be pumped into the cracks through the injection ports. The pump, hose, injection gun and appurtenances shall properly proportion and mix the epoxy and shall be capable of injecting the epoxy at a sufficient rate and pressure to completely fill all designated cracks. A suitable gasket shall be used on the head of the injection gun to prevent the adhesive from running down the face of the concrete. Pumping pressure shall be kept as low as practicable.

The temperature of the concrete shall be not less than 10°C or greater than 32°C at the time epoxy is injected.

Before starting injection work and at hourly intervals during injection work when requested by the Engineer, a 90 ml sample of mixed epoxy shall be taken from the injection gun. Should these samples show any evidence of improper proportioning or mixing, injection work shall be suspended until the equipment or procedures are corrected.

The epoxy adhesive shall be forced into the first port at one end of a crack until adhesive runs in substantial quantity from the next adjacent port. The first port shall then be sealed and injection started at the next port. Injection shall then continue from port to port in this manner until the crack is fully injected. For slanting or vertical cracks, pumping shall start at the lower end of the crack. Where approximately vertical and horizontal cracks intersect, the vertical crack below the intersection shall be injected first. The ports shall be sealed by removing the fitting, filling the void with epoxy and covering with tape or surface sealant.

Sealing tape and temporary surface sealant shall remain in place until the epoxy has hardened.

On faces of concrete exposed to public view, sealant tape and other temporary surface sealant shall be removed when no longer required and any spillage of epoxy shall also be removed. No cleanup of surfaces not visible to the public will be required.

MEASUREMENT AND PAYMENT

The basis of payment for inject crack (epoxy) shall be a total of the lengths of the cracks which are designated by the Engineer to be injected and which have been filled with epoxy.

Where cracks are designated for injection on opposite sides of a concrete member and the epoxy adhesive injected on one side penetrates through the members to completely fill the crack on the opposite side, payment will be made for cracks on both sides, as though injection has been performed on both sides, except that no payment will be made for such cracks on the opposite side that were not designated by the Engineer for injection.

Where a crack designated for injection extends around a corner of a concrete member, the length of crack on both faces will be measured for payment.

The contract price paid per meter for inject crack (epoxy) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and injecting the cracks in existing concrete, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.34 POLYESTER CONCRETE OVERLAY

This work shall consist of constructing a polyester concrete overlay in conformance with the details shown on the plans and these special provisions.

Before starting deck overlay work on the project, the Contractor shall submit, for approval by the Engineer, a program for public safety associated with use of methacrylate resin and polyester concrete during the construction of the project. Such program shall identify materials, equipment and methods to be used. The Contractor shall not perform any deck overlay work on the project, other than that specifically authorized in writing by the Engineer, until such program has been approved.

If the measures being taken by the Contractor are inadequate to provide for public safety associated with use of methacrylate resin and polyester concrete, the Engineer will direct the Contractor to revise his operations and his public safety program. Such directions will be in writing and will specify the items of work for which the Contractor's program for public safety associated with use of methacrylate resin and polyester concrete are inadequate. No further work shall be performed on these items until the public safety measures are adequate and, if required, a revised program for public safety associated with use of methacrylate resin and polyester concrete has been approved.

The Engineer will notify the Contractor in writing of the approval or rejection of any submitted or revised program for public safety associated with use of methacrylate resin and polyester concrete in not more than 10 working days following submittal.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised program for public safety associated with use of methacrylate resin and polyester concrete, nor for any delays to the work due to the Contractor's failure to submit an acceptable program for public safety associated with use of methacrylate resin and polyester concrete.

A certified industrial hygienist will furnish an airborne emissions monitoring plan. The emissions will be monitored at a minimum of 4 points including the point of mixing, application, and the point of nearest public contact, as determined by the Engineer. At the completion of work, a report by the certified industrial hygienist with results of the airborne emissions monitoring plan shall be furnished to the Engineer. The airborne emissions monitoring work, including planning, monitoring and reporting, performed by the certified industrial hygienist will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Surface preparation shall be as specified in Sections "Prepare Concrete Bridge Deck Surface," "Remove Concrete Deck Surface," and "Grind Bridge Deck" of these special provisions.

A prime coat shall be applied to the surfaces to be covered with polyester concrete.

When magnesium phosphate concrete is placed prior to the deck overlay, the magnesium phosphate concrete shall be placed at least 72 hours prior to placing the prime coat.

When modified high alumina based concrete is placed prior to the deck overlay, the prime coat shall not be placed on said concrete until at least 30 minutes after final set.

Polyester concrete shall consist of polyester resin binder and dry aggregate. The resin shall be an unsaturated isophthalic polyester-styrene co-polymer conforming to the following:

| POLYESTER RESIN BINDER | | |
|------------------------|--|-------------|
| PROPERTY | REQUIREMENT | TEST METHOD |
| * Viscosity | 0.075 to 0.20 Pa·s (RVT, No. 1 Spindle, 20 RPM at 25°C) | ASTM D 2196 |
| * Specific Gravity | 1.05 to 1.10 at 25°C | ASTM D 1475 |
| Elongation | 35 percent, minimum Type I at 11.5 mm/min. Thickness= 6.5±1 mm | ASTM D 638 |
| | Sample Conditioning: 18/25/50 + 5/70 | ASTM D 618 |
| Tensile Strength | 17.5 MPa, minimum Type I at 11.5 mm/min. Thickness= 6.5±1 mm | ASTM D 638 |
| | Sample Conditioning: 18/25/50 + 5/70 | ASTM D 618 |

| | | |
|--|---|--|
| * Styrene Content | 40 percent to 50 percent (by weight) | ASTM D 2369 |
| Silane Coupler | 1.0 percent, minimum (by weight of polyester styrene resin) | |
| PCC Saturated Surface-Dry Bond Strength | 3.5 MPa, minimum at 24 hours and 21±1°C | California Test 551 |
| * Static Volatile Emission | 60 gram per square meter, loss, maximum | South Coast Air Quality Management District, Standard Method |
| * Test shall be performed prior to adding initiator. | | |

The silane coupler shall be an organosilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter shall be compatible with suitable methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP) initiators.

Aggregate for polyester concrete shall conform to the provisions in Section 90-2.02, "Aggregates," of the Standard Specifications and either of the following combined aggregate gradings:

| COMBINED AGGREGATE | | |
|--------------------|-----------------------------|------------------------------------|
| Sieve Size | 9.5-mm Max. Percent Passing | 4.75-mm Sieve Max. Percent Passing |
| 12.5-mm | 100 | 100 |
| 9.5-mm | 83 - 100 | 100 |
| 4.75-mm | 65 - 82 | 62 - 85 |
| 2.36-mm | 45 - 64 | 45 - 67 |
| 1.18-mm | 27 - 48 | 29 - 50 |
| 600-µm | 12 - 30 | 16 - 36 |
| 300-µm | 6 - 17 | 5 - 20 |
| 150-µm | 0 - 7 | 0 - 7 |
| 75-µm | 0 - 3 | 0 - 3 |

Aggregate retained on the 2.36-mm sieve shall have a maximum of 45 percent crushed particles when tested in conformance with California Test 205. Fine aggregate shall consist of natural sand only.

Aggregate absorption shall not exceed one percent as determined by California Test 206 and 207.

At the time of mixing with the resin, the moisture content of the aggregate, as determined by California Test 226, shall not exceed one half of the aggregate absorption.

The prepared surface shall receive a wax-free, low odor, high molecular weight methacrylate prime coat. The prime coat shall be a resin, and prior to adding initiator the resin shall have a maximum volatile content of 30 percent, when tested in conformance with the requirements in ASTM Designation: D 2369, and conforming to the following:

| High Molecular Weight Methacrylate (HMWM) Resin | | |
|--|---|---------------------|
| PROPERTY | REQUIREMENT | TEST METHOD |
| * Viscosity | 0.025 Pa·s, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 25°C) | ASTM D 2196 |
| * Specific Gravity | 0.90, minimum, at 25°C | ASTM D 1475 |
| * Flash Point | 82°C, minimum | ASTM D 3278 |
| * Vapor Pressure | 1.0 mm Hg, maximum, at 25°C | ASTM D 323 |
| Tack-free time | 400 minutes, maximum at 25°C | California Test 551 |
| PCC Saturated Surface-Dry Bond Strength | 3.5 MPa, minimum at 24 hours and 21±1°C | California Test 551 |
| * Test shall be performed prior to adding initiator. | | |

The promoter/initiator system for the methacrylate resin shall consist of a metal drier and peroxide. If supplied separately from the resin, at no time shall the metal drier be mixed with the peroxide directly. The containers shall not be stored in a manner that will allow leakage or spillage from one material to contact the containers or material of the other.

A Material Safety Data Sheet shall be furnished prior to use for each shipment of polyester resin binder and high molecular weight methacrylate resin.

The Contractor shall allow 14 days for sampling and testing of the polyester resin binder and high molecular weight methacrylate resin prior to proposed use.

If bulk resin is to be used, the Contractor shall notify the Engineer in writing 10 days prior to the delivery of the bulk resin to the jobsite. Bulk resin is any resin that is stored in containers in excess of 209 liters.

Expansion joints shall be adequately isolated prior to overlaying or may be sawed within 4 hours after overlay placement, as approved by the Engineer. The exact time of sawing will be determined by the Engineer.

Prior to applying the prime coat, the area to receive the prime coat shall be dry and blown clean by compressed air to remove accumulated dust and any other loose material. The surface temperature shall be at least 10°C when the prime coat is applied.

The prime coat shall be uniformly applied to completely cover the surface to receive the polyester concrete. The rate of spread shall be approximately 1.5 square meter per liter.

The prime coat shall be allowed to cure a minimum of 15 minutes before placing polyester concrete. If the primed surface becomes contaminated, the contaminated area shall be cleaned by abrasive blasting and reprimed at the Contractor's expense.

Polyester concrete shall be placed within 120 minutes after the prime coat has been applied.

Polyester concrete shall be mixed in mechanically operated mixers. Mixer size shall be limited to a 1/4 cubic meter capacity, unless approved by the Engineer. The polyester resin binder in the concrete shall be approximately 12 percent by weight of the dry aggregate; the exact percentage will be determined by the Engineer.

A continuous mixer, employing an auger screw/chute device, may be approved for use by the Engineer upon demonstrating its ability to produce a satisfactory product. The continuous mixer shall 1) be equipped with a metering device that automatically measures and records the aggregate volumes and the corresponding resin volumes and 2) have a readout gage, visible to the Engineer at all times, that displays the volumes being recorded. The volumes shall be recorded at no greater than 5-minute intervals along with the time and date of each recording. A printout of the recordings shall be furnished to the Engineer at the end of each workshift.

The amount of initiator used in polyester concrete shall be sufficient to produce initial set time between 30 and 120 minutes during placement. The initial set time will be determined by using an initial-setting time Gillmore needle in conformance with the requirements of ASTM Designation: C 266. Accelerators or inhibitors may be required to achieve proper set times and shall be used as recommended by the resin supplier.

The resin binder shall be initiated and thoroughly blended just prior to mixing with aggregate. The polyester concrete shall be mixed a minimum of 2 minutes prior to placing.

Polyester concrete shall be placed prior to gelling and within 15 minutes following addition of initiator, whichever occurs first. Polyester concrete that is not placed within this time shall be discarded.

The surface temperature of the area to receive polyester concrete shall be the same as specified above for the prime coat.

The finishing equipment used shall strike off the polyester concrete to the established grade and cross section. Finishing equipment shall be fitted with vibrators or other means of consolidating the polyester concrete to the required compaction.

The polyester concrete shall be consolidated to a relative compaction of not less than 97 percent in conformance with tentative California Test 552.

The finished surface of the polyester concrete overlay shall conform to the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications and these special provisions.

Polyester concrete surfaces shall receive an abrasive sand finish. The sand shall be commercial quality blast sand conforming to the quality and dryness requirements for polyester concrete aggregate as specified in these special provisions. Ninety-five percent of the sand shall pass the 2.36-mm sieve, and 95 percent shall be retained on the 850- μ m sieve.

The sand finish shall be uniformly applied immediately after overlay strike-off and before gelling occurs to provide a minimum uniform coverage of 0.4 kilogram per square meter.

The surface texture of polyester concrete surfaces shall be uniform and shall have a coefficient of friction of not less than 0.35 as measured by California Test 342. Any portions of surfaces that do not meet the above provision shall be ground or grooved parallel to the centerline in conformance with the provisions of Section 42, "Groove and Grind Pavement," of the Standard Specifications until the above tolerance is met.

Traffic and equipment shall not be permitted on the overlay for a minimum of 4 hours following final finishing. Overlays shall be protected from moisture for not less than 4 hours after finishing.

If polyester concrete has not been placed to the level of the adjacent pavement before the pavement is opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed from the existing pavement to the level of the polyester concrete at a slope of 1:20 along transverse edges and 1:4 along longitudinal edges.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Prior to constructing the overlay, one or more trial overlays shall be placed on a previously constructed concrete base to determine the initial set time and to demonstrate the effectiveness of the mixing, placing, and finishing equipment proposed. Each trial overlay shall be 3.6 m wide, at least 1.8 m long, and the same thickness as the overlay to be constructed. Conditions during the construction of the overlay and equipment used shall be similar to those expected and to be used for the construction of the polyester concrete overlay.

All materials used in the trial overlays, including the concrete base shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Right of Way," of the Standard Specifications.

Furnish polyester concrete overlay will be measured by the cubic meter. The volume to be paid for will be determined from calculations based on the quantity of resin binder used and the yield of the specified mix design. The Contractor shall furnish suitable measuring devices to assure correct proportioning of materials and accurate measurements for calculating pay quantities. The pay quantity shall be the calculated quantity of polyester concrete overlay used in the work, exclusive of material used in trial overlays, and any wasted or unused material.

Place polyester concrete overlay will be measured by the square meter. The area to be paid for will be based on the dimensions as shown on the plans.

The contract price paid per cubic meter for furnish polyester concrete overlay shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing polyester concrete, including polyester resin binder, promoter/initiator and aggregate, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square meter for place polyester concrete overlay shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the polyester concrete overlay, complete in place, including application of prime coat, furnishing, constructing and disposing of temporary asphalt concrete tapers, and furnishing, constructing and disposing of trial overlays and base, but excluding the airborne emissions monitoring work done by the certified industrial hygienist, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for compliance with the requirements for a program for public safety associated with use of methacrylate resin and polyester concrete shall be considered as included in the contract prices paid for the items of work involving polyester concrete overlay and no additional compensation will be allowed therefor.

10-1.35 CLEAN EXPANSION JOINTS

All deck joints requiring joint seal replacement shall be cleaned as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler and shall be accomplished by methods which do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public traffic, private property or into the waterway beneath the bridges. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling on traffic or railroad property.

Joints with undamaged waterstop shall be cleaned only to the top of said waterstop, provided that the waterstop does not have to be removed for placement of the seal.

Joints without waterstop and joints with waterstop with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Cost of repair of damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Cleaning expansion joints will be measured by the meter from edge of deck to edge of deck along the centerline of the cleaned joint.

The contract price paid per meter for clean expansion joint shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in cleaning joints, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.36 CORE CONCRETE

Coring concrete shall consist of coring holes through reinforced concrete bridge members as shown on the plans and in conformance with these special provisions.

The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes.

Water for core drilling operations shall be from the local domestic water supply or shall not contain more than 1000 parts per million of chlorides as Cl, nor more than 1300 parts per million of sulfates as SO₄, nor shall the water contain any impurities in a sufficient amount that would cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

Coring concrete will be measured by the meter as core concrete of the sizes listed in the Engineer's Estimate. The cored concrete will be measured along the centerline of the hole without deduction for expansion joints.

The contract price paid per meter for core concrete of the sizes listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in coring the holes, including chipping concrete and locating reinforcement and control of water from core drilling, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.37 SEALING JOINTS

Joints in concrete bridge decks and joints between concrete structures and concrete approach slabs shall be sealed in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

Where polyurethane seals are shown on the plans, a silicone sealant conforming to the provisions in Section 51-1.12F, "Sealed Joints," of the Standard Specifications may be used.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans shall be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor shall make saw cuts as ordered by the Engineer and the saw cutting will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-1.38 JOINT SEAL ASSEMBLIES (MAXIMUM MOVEMENT RATING, 100 mm)

Joint seal assemblies shall conform to the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

All metal parts of the joint seal assembly shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications. Bolts, nuts, and washers shall conform to the requirements in ASTM Designation: A 325 or A 325M.

At the Contractor's option, cleaning and painting of all new metal surfaces of the joint seal assembly, except stainless steel and anchorages embedded in concrete, may be substituted for galvanizing. Cleaning and painting shall be in conformance with the provisions in Section 59-2, "Painting Structural Steel," and Section 91, "Paint," of the Standard Specifications, and "Clean and Paint Structural Steel" of these special provisions.

Finish coats will not be required on joint seal assemblies.

Sheet neoprene shall conform to the provisions for neoprene in Section 51-1.14, "Waterstops," of the Standard Specifications. The sheet neoprene shall be fabricated to fit the joint seal assembly accurately.

Metal parts of the joint seal assembly shall be pre-assembled before installation to verify the geometry of the completed seal.

The bridge deck surface shall conform to the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications prior to placing and anchoring the joint seal assembly.

The assembly shall be placed in a blocked out recess in the concrete deck surface. The depth and width of the recess shall permit the installation of the assembly anchorage components or anchorage bearing surface to the lines and grades shown on the plans.

Sheet neoprene shall be installed at such time and in such manner that the sheet neoprene will not be damaged by construction operations. The joint shall be cleaned of all dirt, debris and other foreign material immediately prior to installation of the sheet neoprene.

ALTERNATIVE JOINT SEAL ASSEMBLY

At the Contractor's option, an alternative joint seal assembly may be furnished and installed provided: (1) that the quality of the alternative and its suitability for the intended application are at least equal to that of the joint seal assembly shown on the plans, (2) that acceptable working drawings and a Certificate of Compliance are furnished as specified herein and (3) that the alternative conforms to the following requirements:

- A. The determination as to the quality and suitability of a joint seal assembly will be made in the same manner as provided in Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications. The factors to be considered will include: the ability of the assembly to resist the intrusion of foreign material and water throughout the full range of movement for the application, and the ability to function without distress to any component.
- B. Joint seal assemblies will not be considered for approval unless it can be proven that the assembly has had at least one year of satisfactory service under conditions similar to this application.
- C. The Contractor shall submit complete working drawings for each joint seal assembly to the Office of Structure Design (OSD) in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The working drawings shall show complete details of the joint seal assembly and anchorage components and the method of installation to be followed, including concrete blackout details and additions or rearrangements of the reinforcing steel from that shown on the plans. For initial review, 5 sets of working drawings shall be submitted. After review, between 6 and 12 sets of working drawings, as requested by the Engineer, shall be submitted to OSD for final approval and use during construction.
- D. The working drawings shall be supplemented with calculations for each proposed joint seal assembly, as requested by the Engineer. Working drawings shall be either 279 mm x 432 mm or 559 mm x 864 mm in size. Each drawing and calculation sheet shall include the State assigned designations for the contract number, bridge number, full name of the structure as shown on the contract plans, and District-County-Route-Kilometer Post. The design firm's name, address, and telephone number shall be shown on the working drawings. Each sheet shall be numbered in the lower right hand corner and shall contain a blank space in the upper right hand corner for future contract sheet numbers.
- E. Calculations, when requested, and working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer. The Contractor shall allow the Engineer 4 weeks to review the drawings after a complete set has been received.
- F. Within 3 weeks after final working drawing approval, one set of the corrected good quality prints on 75 g/m² (minimum) bond paper (559 mm x 864 mm in size) of all working drawings prepared by the Contractor for each joint seal assembly shall be furnished to OSD.
- G. Each shipment of joint seal materials shall be accompanied by a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The certificate shall state that the materials and fabrication involved comply in all respects to the specifications and data submitted in obtaining the approval.
- H. The elastomer portion of the joint seal assembly shall be neoprene conforming to the requirements in Table 1 of ASTM Designation: D 2628 and the following, except that no recovery tests or compression-deflection tests will be required:

| Property | Requirement | ASTM Test Method |
|--|-------------|---------------------------|
| Hardness, Type A Durometer, points | 55-70 | D 2240 (Modified) |
| Compression set, 70 hours at 100°C, maximum, percent | 40 | D 395 Method B (Modified) |

- I. All metal parts of an alternative joint seal assembly shall conform to the requirements above for the joint seal assembly shown on the plans. At the Contractor's option, metal parts may conform to the requirements in ASTM Designation: A 572/A 572M.
- J. The assembly and its components shall be designed to support the AASHTO HS20-44 loading with 100 percent impact. The tire contact area used to distribute the tire loads shall be 244 mm, measured normal to the longitudinal axis of the assembly, by 508 mm wide. The assembly shall provide a smooth riding joint without slapping of components or wheel tire rumble.
- K. The Movement Rating of the assembly shall be measured normal to the longitudinal axis of the assembly. The dimensions for positioning the assembly within the Movement Rating during installation shall be measured normal to the longitudinal axis, disregarding any skew of the deck expansion joint.
- L. The assembly shall have cast-in-place anchorage components forming a mechanical connection between the joint components and the concrete deck.
- M. The maximum depth and width of the recess shall be as shown on the plans.
- N. All reinforcement other than the primary reinforcement shall continue through the recess construction joint into the recess and engage the anchorage components of the assembly.
- O. Horizontal angle points and vertical corners at curbs in assemblies shall consist of either pre-molded sections or standard sections of the joint seal assembly that have been specially miter cut or bent to fit the structure. Splices shall be at or near lane lines.
- P. The elastomer portion of the assembly shall be installed in conformance with the manufacturer's recommendations at such time and in such a manner that the elastomer portion will not be damaged by construction operations. The joint and blockout shall be cleaned of all dirt, debris and other foreign material immediately prior to the installation of the elastomer.

Full compensation for additional materials or work required because of the application of the optional cleaning and painting or the use of an alternative type joint seal assembly, shall be considered as included in the contract price paid per meter for the joint seal assembly involved and no additional compensation will be allowed therefor.

10-1.39 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The third paragraph of Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

| Reinforcing Bar Number | Total Slip (µm) |
|------------------------|-----------------|
| 13 | 250 |
| 16 | 250 |
| 19 | 250 |
| 22 | 350 |
| 25 | 350 |
| 29 | 350 |
| 32 | 450 |
| 36 | 450 |
| 43 | 600 |
| 57 | 750 |

The first paragraph of Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

10-1.40 TREAT BRIDGE DECKS

Treating bridge decks shall consist of test sealing and furnishing and applying a penetrating sealer in conformance with details shown on the plans and the requirements of these special provisions.

The following bridges shall be treated:

Richards Boulevard Undercrossing (Bridge No. 24-0250R/L)

Prior to treating bridge decks, the deck surface shall be cleaned as specified in "Clean Bridge Deck" of these special provisions.

Before starting deck treatment work on the project, the Contractor shall submit, for approval by the Engineer, a program for public safety associated with use of methacrylate resin during the construction of the project. Such program shall identify materials, equipment and methods to be used. The Contractor shall not perform any deck treatment work on the project, other than that specifically authorized in writing by the Engineer, until such program has been approved.

If the measures being taken by the Contractor are inadequate to provide for public safety associated with use of methacrylate resin, the Engineer will direct the Contractor to revise his operations and his public safety program. Such directions will be in writing and will specify the items of work for which the Contractor's program for public safety associated with use of methacrylate resin are inadequate. No further work shall be performed on said items until the public safety measures are adequate and, if required, a revised program for public safety associated with use of methacrylate resin has been approved.

The Engineer will notify the Contractor of the approval or rejection of any submitted or revised program for public safety associated with use of methacrylate resin in not more than 10 working days.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised program for public safety associated with use of methacrylate resin, nor for any delays to the work due to the Contractor's failure to submit an acceptable program for public safety associated with use of methacrylate resin.

A certified industrial hygienist will furnish an airborne emissions monitoring plan. The emissions will be monitored at a minimum of 4 points including the point of mixing, application, and the point of nearest public contact, as determined by the Engineer. At the completion of work, a report by the certified industrial hygienist with results of the airborne emissions monitoring plan shall be furnished to the Engineer. The airborne emissions monitoring work, including planning, monitoring and reporting, done by the certified industrial hygienist will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

A Material Safety Data Sheet shall be furnished prior to use for each shipment of high molecular weight methacrylate resin.

The Contractor shall allow 14 days for sampling and testing of the high molecular weight methacrylate resin prior to proposed use.

The entire deck surface shall be cleaned by manual or power sweeping, and all loose material shall be blown from visible cracks using high pressure air.

The material used for treating the concrete shall be a low odor, high molecular weight methacrylate resin. Prior to adding initiator, the resin shall have a maximum volatile content of 30 percent, when tested in conformance with the requirements in ASTM Designation: D 2369, and conforming to the following:

| High Molecular Weight Methacrylate (HMWM) Resin | | |
|--|---|---------------------|
| PROPERTY | REQUIREMENT | TEST METHOD |
| * Viscosity | 0.025 Pa·s, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 25°C) | ASTM D 2196 |
| * Specific Gravity | 0.90, minimum, at 25°C | ASTM D 1475 |
| * Flash Point | 82°C, minimum | ASTM D 3278 |
| * Vapor Pressure | 1.0 mm Hg, maximum, at 25°C | ASTM D 323 |
| Tack-free time | 400 minutes, maximum at 25°C | California Test 551 |
| PCC Saturated Surface-Dry Bond Strength | 3.5 MPa, minimum at 24 hours and 21±1°C | California Test 551 |
| * Test shall be performed prior to adding initiator. | | |

A compatible promoter/initiator system shall be capable of providing a resin gel time of not less than 40 minutes nor more than 1.5 hours at the temperature of application. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application.

The relative humidity shall be less than 90 percent at time of treatment.

Traffic shall not be permitted on the treated bridge deck until: (1) the treated surface is tack free (non oily), and (2) the sand cover adheres sufficiently to resist brushing by hand.

The Contractor shall seal a test area of approximately 50 square meters at a location approved by the Engineer. Conditions during the test sealing and equipment used in the test shall be similar to those expected and to be used for the deck sealing operations. Prior to treating the bridge decks within the traveled way, the test seal shall comply with the above 2 requirements for traffic use of the treated decks, and the coefficient of friction of the deck shall be at least 0.35 when tested in conformance with the requirements in California Test 342.

Should the above 2 requirements for traffic use not be met, the Contractor shall suspend treating of bridge decks until another test area is sealed and passes the requirements for the first test area.

The promoter and initiator, if supplied separately from the resin, shall not be mixed directly with each other. Containers of promoters and initiators shall not be stored together in a manner that will allow leakage or spillage from one to contact the containers or material of the other.

The quantity of resin mixed with promoter and initiator shall be limited to 20 L at a time for manual application.

Machine application of the resin may be performed by using a two-part resin system utilizing a promoted resin for one part and an initiated resin for the other part. This two-part resin system may be combined at equal volumes to spray bars through separate positive displacement pumps. Combining of the 2 components may be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bar shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus. Hand held spray apparatus will not be allowed.

Joints, drainage facilities and pavement markers shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense. Traffic stripes and pavement markings shall be cleaned to remove resin during the process of deck treatment or replaced at the Contractor's expense.

The prepared area shall be dry and the surface temperature shall not exceed 38°C when the resin is applied. The rate of application of promoted/initiated resin shall be approximately 2.5 square meter per liter; the exact rate shall be determined by the Engineer.

The deck surfaces to be treated shall be flooded with resin, allowing penetration into the concrete and filling of all cracks. The treatment shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application.

After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. Ninety-five percent of the sand shall pass the 2.36-mm sieve, and 95 percent shall be retained on the 850-µm sieve. The sand shall be applied at a rate of approximately one kilogram per square meter.

Excess sand shall be removed from the deck surface by vacuuming or sweeping prior to opening to traffic.

Treating bridge deck surfaces will be measured by the square meter based on plan dimensions and will be paid for as treat bridge deck. Furnishing the high molecular weight methacrylate resin will be measured by the liter of mixed material actually placed and will be paid for as furnish bridge deck treatment material. No payment will be made for material wasted or not used in the work.

The contract price paid per square meter for treat bridge deck shall include full compensation for furnishing all labor, materials, (including sand, but excluding treatment material), tools, equipment and incidentals, and for doing all the work involved in test sealing, applying treatment material and removing excess sand, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

The contract price paid per liter for furnish bridge deck treatment material (low odor) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to furnish the bridge deck treatment material to the site of the work, ready for application, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Full compensation for compliance with the requirements for the program for public safety associated with use of methacrylate resin, but excluding the airborne emissions monitoring work done by the certified industrial hygienist, shall be considered as included in the contract prices paid for the items of work involving treating bridge decks and no additional compensation will be allowed therefor.

10-1.41 SIGN STRUCTURES

Sign structures and foundations for overhead signs shall conform to the provisions in Section 56-1, "Overhead Sign Structures," of the Standard Specifications and these special provisions.

Before commencing fabrication of sign structures, the Contractor shall submit 2 sets of working drawings to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings." The working drawings shall include sign panel dimensions, span lengths, post heights, anchorage layouts, proposed splice locations, a snugging and tensioning pattern for anchor bolts and high strength bolted connections, and details for permanent steel anchor bolt templates. The working drawings shall be supplemented with a written quality control program that includes methods, equipment, and personnel necessary to satisfy the requirements specified herein and in the special provisions.

Working drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size and each drawing and calculation sheet shall include the State assigned designations for the contract number, sign structure type and reference as shown on the contract plans, District-County-Route-Kilometer Post, and contract number.

The Engineer shall have 20 working days to review the sign structure working drawings after a complete submittal has been received. No fabrication or installation of sign structures shall be performed until the working drawings are approved in writing by the Engineer.

Should the Engineer fail to complete the review within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the sign structure working drawings, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays."

The third paragraph of Section 56-1.01, "Description," of the Standard Specifications shall not apply.

A permanent steel template shall be used to maintain the proper anchor bolt spacing.

One top nut, one leveling nut, and 2 washers shall be provided for the upper threaded portion of each anchor bolt.

Surfaces of base plates which are to come in contact with concrete, grout, or washers and leveling nuts shall be flat to within 3 mm tolerance in 305 mm, and to within 5 mm tolerance overall. Faying surfaces of plates in high-strength bolted connections including flange surfaces of field splices, chord joints, and frame junctures, and contact surfaces of plates used for breakaway slip base assemblies shall be flat to within 2 mm tolerance in 305 mm, and within 3 mm tolerance overall.

Thermally cut holes made in tubular members of sign supports, other than holes in base and flange plates, shall initially be made a minimum of 2 mm undersized, and then be mechanically enlarged by reaming or grinding to the final required size and shape. All edges shall have a surface roughness of not greater than 6.35 µm. Round holes may be drilled to the exact final diameter. No holes shall be made in members unless the holes are shown on the plans or are approved in writing by the Engineer.

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer and direct tension indicator shall be used.

- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.
- Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

Steel members used for overhead sign structures shall receive nondestructive testing (NDT) in conformance with AWS D1.1 and the following:

A.

| Weld Location | Weld Type | Minimum Required NDT |
|---|-----------------------------------|----------------------|
| Welds for butt joint welds in tubular sections, nontubular sections, and posts | CJP groove weld with backing ring | 100% UT or RT |
| Longitudinal seam welds* | PJP groove weld | 25% MT |
| | CJP groove weld | 100% UT or RT |
| Welds for base plate, flange plate, or end cap to post or mast arm | CJP groove weld | 25% UT or RT |
| | Fillet weld | 25% MT |
| * Longitudinal seam welds shall have 60% minimum penetration, except that within 150 mm of any circumferential weld, longitudinal seam welds shall be CJP groove welds. | | |

- B. A written procedure approved by the engineer shall be used when performing UT on material less than 8 mm thick. Contoured shoes shall be used when performing UT on round tubular sections under 1270 mm in diameter.
- C. When less than 100 percent of a weld is specified for NDT, and if defects are found during this inspection, additional NDT shall be performed. This additional NDT shall be performed on 25 percent of the total weld for all similar welds, as determined by the Engineer, produced for sign structures in the project. If any portion of the additional weld inspected is found defective, 100 percent of all similar welds produced for sign structures in the project, as determined by the Engineer, shall be tested.

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

Full compensation for furnishing anchor bolt templates and for testing of welds shall be considered as included in the contract price paid per kilogram for furnish sign structure and no additional compensation will be allowed therefor.

10-1.42 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure

treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 kg/m³, and need not be incised.

Type N, Type P, and Type R marker panels mounted on a post with a roadside sign shall be considered to be sign panels and will not be paid for as markers.

10-1.43 ROADSIDE SIGNS (BRIDGE RAIL MOUNTED)

Roadside signs (Bridge rail mounted) shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

The contract unit price paid for roadside sign (bridge rail mounted) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mounting the sign, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.44 INSTALL SIGN PANEL ON EXISTING FRAME

Sign panels shall be installed on existing frames at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-1.06, "Sign Panels and Fastening Hardware," of the Standard Specifications and these special provisions.

Existing sign panels, as shown on the plans, shall be removed and disposed of as provided in Section 15, "Existing Highway Facilities," of the Standard Specifications.

Installing sign panels on existing frames will be measured by the square meter and the quantity to be paid for will be the total area, in square meters, of sign panels installed in place.

The contract price paid per square meter for install sign panel on existing frame shall include full compensation for furnishing all labor, materials (except State-furnished sign panels and mounting bolts), tools, equipment, and incidentals, and for doing all the work involved in installing sign panels on existing frames, complete in place (including removing and disposing of existing sign panels), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.45 CLEAN AND PAINT STRUCTURAL STEEL

Exposed new metal surfaces, except where galvanized, shall be cleaned and painted in conformance with the provisions in Section 59-2, "Painting Structural Steel," and Section 91, "Paint," of the Standard Specifications and these special provisions.

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraph after the first paragraph:

- Cleaning and painting of structural steel shall be performed in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors" (SSPC-QP 1); Qualification Procedure No. 2, "Standard Procedure For Evaluating The Qualifications of Painting Contractors To Remove Hazardous Paint" (SSPC-QP 2); and Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Contractors" (SSPC-QP 3) of the Steel Structures Painting Council (SSPC): The Society for Protective Coatings. The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the SSPC: The Society for Protective Coatings. Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 μm as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the SSPC: The Society for Protective Coatings. Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the SSPC: The Society for Protective Coatings.

CLEANING

Exposed new metal surfaces shall be dry blast cleaned in conformance with the requirements in Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the SSPC: The Society for Protective Coatings. Blast cleaning shall leave surfaces with a dense, uniform, angular anchor pattern of not less than 40 µm nor more than 86 µm as measured in conformance with the requirements in ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel shall conform to the requirements in Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the SSPC: The Society for Protective Coatings and shall not contain hazardous material. Mineral and slag abrasives shall comply with the requirements for Class A, Grade 2 to 3 as defined therein.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material for steel.

PAINTING

Blast cleaned surfaces shall receive a single undercoat, and a final coat where specified, consisting of a waterborne inorganic zinc coating conforming to the requirements in AASHTO Designation M 300, Type II, except that: 1) the first 3 sentences of Section 4.7, "Primer Field Performance Requirements," and the entire Section 4.7.1 shall not apply, and 2) zinc dust shall be Type II in conformance with the requirements in ASTM Designation: D 520. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory.

The color of the final application of inorganic zinc coating shall match Federal Standard 595B No. 36373.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

Inorganic zinc coating shall not be applied when the atmospheric or surface temperature is less than 7°C nor more than 29°C, nor when the relative humidity exceeds 85 percent.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 4 hours after blast cleaning.

The total dry film thickness of all applications of the single undercoat of inorganic zinc coating shall be not less than 100 µm nor more than 200 µm, except that the total dry film thickness on each contact surface of high strength bolted connections shall be between 25 µm and 100 µm and may be applied in one application.

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Dry spray (or overspray), as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the SSPC: The Society for Protective Coatings, shall be removed prior to application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

The inorganic zinc coating shall be tested for adhesion and cure. The locations of the tests will be determined by the Engineer. The sequence of the testing operations shall be determined by the Contractor. The testing for adhesion and cure will be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. At the Contractor's expense, satisfactory access shall be provided to allow the Engineer to determine the location of the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass the following tests:

Adhesion

- The inorganic zinc coating shall have a minimum adhesion to steel of 4 MPa when measured at no more than 6 locations per span on each girder using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Contractor, at the Contractor's expense, shall: (1) verify compliance with the adhesion requirements, (2) furnish test results to the Engineer, and (3) repair the coating after testing.

Cure

- The inorganic zinc coating, when properly cured, shall exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter. Inorganic zinc coating that is powdery, soft or does not exhibit a polished metal surface, as determined by the Engineer, shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.
- The surface pH of the inorganic zinc primer shall be checked in conformance with ASTM Designation: D4262 by wetting the surface with deionized water and applying pH paper with a capability of measuring in increments of 0.5 pH units. Application of final coats will not be permitted unless the surface pH is less than 8. Surfaces with a pH of greater than or equal to 8 shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

PAYMENT

Full compensation for water rinsing shall be considered as included in the contract price paid per meter for the joint seal assembly involved and no additional compensation will be allowed therefor.

10-1.46 REINFORCED CONCRETE PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 1.2 m or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

When reinforced concrete pipe is installed in conformance with the details shown on Standard Plan A62DA, the fifth paragraph of Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications shall not apply.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 150 mm nor more than 300 mm. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

The excavation and backfill below the planned elevation of the bottom of the bedding will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The Outer Bedding shown on Standard Plan A62DA shall not be compacted prior to placement of the pipe.

10-1.47 OVERSIDE DRAIN

Asphalt concrete overside drains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications.

10-1.48 SLOPE PROTECTION

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

10-1.49 FILTER FABRIC

Filter fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor. Filter fabric shall conform to the provisions Section 88-1.04, "Rock Slope Protection Fabric," of the Standard Specifications. Filter fabric be placed as shown on the plans, or as directed by the Engineer, prior to the placement of any imported borrow.

Filter fabric shall be measured and paid by the square meter in the same manner specified for rock slope protection fabric in Section 72-2.05, "Payment," of the Standard Specifications.

10-1.50 MISCELLANEOUS CONCRETE CONSTRUCTION

Minor concrete (curb) and minor concrete (curb ramp) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

Curb ramp detectable warning surface shall conform to the details shown on the plans and shall not be constructed or installed on curb ramps with a slope that exceeds 6.67 percent. The finished surfaces of the detectable warning surface shall be free from blemishes.

Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps. Detectable warning surface, at the option of the Contractor, shall be either cast-in-place or stamped into the surface of the curb ramp, or shall be a prefabricated surface installed on the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard No. 595B, Color No. 33538. Detectable warning surface, either cast-in-place or stamped into the surface of the curb ramp, shall be painted yellow in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications.

Prior to constructing curb ramps with a cast-in-place or stamped detectable warning surface, a test panel shall be constructed on the project site and shall be of a size not less than 600 mm by 600 mm. The test panel shall be constructed, finished and cured with the same materials, tools, equipment, and methods to be used in constructing the proposed permanent work. Additional test panels shall be constructed as necessary until a panel is produced which demonstrates, to the satisfaction of the Engineer, the ability of the selected procedure to produce a detectable warning surface that meets all of the specified requirements.

Full compensation for constructing or installing a curb ramp detectable warning surface shall be considered as included in the contract price paid per cubic meter for minor concrete (curb ramp) and no separate payment will be made therefor.

10-1.51 MISCELLANEOUS METAL (RESTRAINER-CABLE TYPE)

Miscellaneous metal (restrainer-cable type) shall conform to the provisions for bridge joint restrainer units in Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications and these special provisions.

New concrete adjacent to restrainers shall be placed prior to installing restrainers.

Miscellaneous metal (restrainer-cable type) will be measured and paid for by the kilogram in the same manner specified for miscellaneous metal (restrainer) in Sections 75-1.06, "Measurement," and 75-1.07, "Payment," of the Standard Specifications.

Full compensation for reinstalling portions of existing restrainers shall be considered as included in the contract price paid per kilogram for miscellaneous metal (restrainer-cable type) and no additional compensation will be allowed therefor.

10-1.52 MISCELLANEOUS METAL (BRIDGE)

Miscellaneous metal (bridge) shall conform to the provisions for miscellaneous bridge metal in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

Miscellaneous metal (bridge) shall consist of the miscellaneous bridge metal items listed in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications, and the following:

- A. Edge drains, including straps and anchorages

Self-tapping screws shall be hex-head, stainless steel or monel metal, installed in holes drilled to fit the self-tapping screws.

10-1.53 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Approved Traffic Products" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Approved Traffic Products" of these special provisions.

10-1.54 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m³, and need not be incised.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$865.00, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

10-1.55 THRIE BEAM BARRIER

Thrie beam barrier shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Existing Oleanders and bottle brush shall be trimmed as directed by the Engineer to clear the work area. Trimmings shall be disposed of outside the highway right of way as provided in Section 7-1.13 of the Standard Specifications.

Full compensation for trimming existing plants and disposing of the trimmings shall be considered as included in the contract price paid per meter for the various types of thrie beam barriers and no separate payment will be made therefor.

10-1.56 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Bolts, nuts and washers for the barrier railing (Type 1) shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

Full compensation for reinstalling metal portions of barrier, including furnishing and installing bolts, nuts and washers, shall be considered as included in the contract price paid per meter for barrier railing (Type 1) and no additional compensation will be allowed therefor.

10-1.57 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 2.03 mm.

At the option of the Contractor, permanent striping tape as specified in "Approved Traffic Products" of these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein, except that 3M, "Stamark" Series A320 Bisymmetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

10-1.58 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall conform to the requirements of the Department of Transportation Specification PTH 392B, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow.

Sprayable thermoplastic material for traffic stripes shall be applied by spray methods in a single uniform layer at the minimum thickness of 0.76-mm.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Approved Traffic Products" of these special provisions, may be placed instead of the sprayable thermoplastic traffic stripes specified herein, except that "Stamark" Brand Pavement Tape, Bisymmetric 1.75 Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of sprayable thermoplastic traffic stripes, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two, 100 mm wide yellow stripes will be measured as one traffic stripe.

The contract price paid per meter for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.59 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

SECTION 10-2. (BLANK)

SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Modifying signals and lighting and, lighting and sign illumination shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdowns shall be limited to periods between the hours of 9:00_a.m. and 11:00 a.m.

10-3.03 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

10-3.04 CONDUIT

Conduit to be installed underground and in a foundation shall be Type 1.

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 86-2.05C, "Installation," of the Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

10-3.05 PULL BOXES

Grout shall be placed in the bottom of pull boxes.

A pull box marker shall be placed at each pull box not in a concrete surface. Asphalt concrete surface, or where the pull box is not adjacent to a standard. Markers shall comply with Class 1, Flexible Post Delineators as shown on Standard Plan Sheet A73C except no reflectorization will be required. A State-furnished non-reflective green identification strip shall be applied to each marker.

Full compensation for furnishing and installing pull box markers and applying State-furnished green identification strips shall be considered as included in the contract lump sum price paid for modify lighting and sign illumination and no separate payment will be made therefor.

10-3.06 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B".

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

TESTING

Testing shall conform to the provisions in Section 86-2.14 of the Standard Specifications.

10-3.07 SERVICE

Continuous welding of exterior seams in service equipment enclosures is not required.

Type III service equipment enclosures shall be the aluminum type.

Circuit breakers used as service disconnect equipment shall have a minimum interrupting capacity of 42 000 A, rms, for 120/240 V(ac) services and 30 000 A, rms, for 480 V(ac) services.

10-3.08 DETECTORS

Loop wire shall be Type 1.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2) Marketing and sales _____

(3) Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

| | |
|-----------------------|-----------------------|
| _____ Name of Firm | _____ Name of Firm |
| _____ Signature | _____ Signature |
| _____ Name | _____ Name |
| _____ Title | _____ Title |
| _____ Date | _____ Date |

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

| | | Goal (Percent) |
|------------|---|---|
| 174 | Redding, CA: Non-SMSA Counties CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama. | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties CA Del Norte; CA Humboldt; CA Trinity. | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey. 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo. 7400 San Jose, CA CA Santa Clara. 7485 Santa Cruz, CA. CA Santa Cruz. 7500 Santa Rosa, CA CA Sonoma. 8720 Vallejo-Fairfield- Napa, CA CA Napa; CA Solano Non-SMSA Counties CA Lake; CA Mendocino; CA San Benito | 28.9 25.6 19.6 14.9 9.1 17.1 23.2 |
| 177 | Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo. Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba. | 16.1 14.3 |
| 178 | Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus. 8120 Stockton, CA CA San Joaquin. Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne. | 12.3 24.3 19.8 |

| | Goal (Percent) |
|--|---------------------------|
| 179 Fresno-Bakersfield, CA | |
| SMSA Counties: | |
| 0680 Bakersfield, CA CA Kern. | 19.1 |
| 2840 Fresno, CA CA Fresno. | 26.1 |
| Non-SMSA Counties CA Kings; CA Madera; CA Tulare. | 23.6 |
| | |
| 180 Los Angeles, CA: | |
| SMSA Counties: | |
| 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange. | 11.9 |
| 4480 Los Angeles-Long Beach, CA CA Los Angeles. | 28.3 |
| 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura. | 21.5 |
| 6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino. | 19.0 |
| 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara. | 19.7 |
| Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo. | 24.6 |
| | |
| 181 San Diego, CA: | |
| SMSA Counties | |
| 7320 San Diego, CA. CA San Diego. | 16.9 |
| Non-SMSA Counties CA Imperial. | 18.2 |

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 1.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.