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

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

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

AND

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

SAN MATEO COUNTY NEAR PACIFICA

FROM 4.7 KM TO 3.7 KM SOUTH OF LINDA MAR BOULEVARD

DISTRICT 04, ROUTE 1

For Use in Connection with Standard Specifications Dated JULY 1999,

Standard Plans Dated JULY 1999, and Labor Surcharge and Equipment Rental Rates.

CONTRACT NO. 04-1123C4

04-SM-1-61.2/62.2

Federal Aid Project

ACSTP-1187(008)E

Bids Open: December 7, 2004
Dated: November 1, 2004

OSD

****

IMPORTANT SPECIAL NOTICES

****

- Effective September 2, 2003, Triaxial Management Services will no longer provide lists of certified DBEs to contractors bidding on projects or provide DBEs with assistance in preparing bids for subcontracting or supplying materials. Triaxial provided these services for contracts in Districts 01, 02, 03, 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County), 09 and 10.

- Contractors bidding on projects in these Districts may obtain lists of certified DBEs from the Department's Website at http://www.dot.ca.gov/hq/bep. The Department also publishes a quarterly directory of certified firms that may be ordered from the Publications Unit at (916) 445-3520.

- Contractors bidding on projects with DBE goals in Districts 05 (San Luis Obispo and Santa Barbara Counties), 06 (Kern County), 07, 08, 11 and 12 may continue to call Padilla & Associates at the telephone numbers listed in the Special Provisions.

- This project includes, but is not limited to, the following special requirements:

  The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," in the special provisions. In addition to the item prices and totals, the proposal shall set forth the number of working days bid to complete the work on the contract. Bids will be compared on the basis of the sum of the item totals on the Engineer's Estimate for the work to be done (TOTAL BID (A)), plus the product of the number of working days bid to complete all work and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)). The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the Engineer's Estimate.

  Bids in which the number of working days bid for completion of the work exceed the maximum number of days specified will be considered non-responsive and will be rejected.

Insert Seal Sheet Here

TABLE OF CONTENTS

NOTICE TO CONTRACTORS 1
COPY OF ENGINEER'S ESTIMATE 4
SPECIAL PROVISIONS 8
SECTION 1. SPECIFICATIONS AND PLANS 8
AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS 8
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS 62
2-1.01 GENERAL 62
2-1.015 FEDERAL LOBBYING RESTRICTIONS 63
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 63
2-1.02A DBE GOAL FOR THIS PROJECT 65
2-1.02B SUBMISSION OF DBE INFORMATION 66
SECTION 3. AWARD AND EXECUTION OF CONTRACT 67
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 68
SECTION 5. GENERAL 68
SECTION 5-1. MISCELLANEOUS 68
5-1.01 PLANS AND WORKING DRAWINGS 68
5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK 68
5-1.012 DIFFERING SITE CONDITIONS 68
5-1.013 LINES AND GRADES 69
5-1.015 LABORATORY 69
5-1.017 CONTRACT BONDS 69
5-1.019 COST REDUCTION INCENTIVE 69
5-1.02 LABOR NONDISCRIMINATION 69
5-1.022 EXCLUSION OF RETENTION 70
5-1.023 UNSATISFACTORY PROGRESS 70
5-1.03 INTEREST ON PAYMENTS 70
5-1.04 PUBLIC SAFETY 71
5-1.05 TESTING 72
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES 72
5-1.07 YEAR 2000 COMPLIANCE 72
5-1.075 BUY AMERICA REQUIREMENTS 72
5-1.08 SUBCONTRACTOR AND DBE RECORDS 73
5-1.083 DBE CERTIFICATION STATUS 73
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS 73
5-1.09 SUBCONTRACTING 74
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS 74
5-1.103 RECORDS 74
5-1.11 PARTNERING 75
5-1.114 VALUE ANALYSIS 75
5-1.12 DISPUTE REVIEW BOARD 76
5-1.13 FORCE ACCOUNT PAYMENT 86
5-1.14 PAYMENTS 87
5-1.15 PROJECT INFORMATION 87
5-1.16 AERIALLY DEPOSITED LEAD 87
5-1.17 ENVIRONMENTALLY SENSITIVE AREA 88
SECTION 6. (BLANK) 88
SECTION 7. (BLANK) 88
SECTION 8. MATERIALS 88
SECTION 8-1. MISCELLANEOUS 88
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS 88
8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS 95
PAVEMENT MARKERS, PERMANENT TYPE 95
PAVEMENT MARKERS, TEMPORARY TYPE 96
STRIPING AND PAVEMENT MARKING MATERIAL 96

CLASS 1 DELINEATORS 97
CHANNELIZERS 97
CONICAL DELINEATORS, 1070 mm 98
OBJECT MARKERS 98
CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS 98
METAL BEAM GUARD RAIL POST MARKERS 98
CONCRETE BARRIER DELINEATORS, 400 mm 98
CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm) 99
SOUND WALL DELINEATOR 99
GUARD RAILING DELINEATOR 99
RETROREFLECTIVE SHEETING 99
SPECIALTY SIGNS 100
SIGN SUBSTRATE 100
8-1.03 STATE-FURNISHED MATERIALS 101
8-1.04 ENGINEERING FABRICS 101
SECTION 8-2. CONCRETE 101
8-2.01 PORTLAND CEMENT CONCRETE 101
SECTION 8-3. WELDING 102
8-3.01 WELDING 102
GENERAL 102
WELDING QUALITY CONTROL 105
SECTION 9. DESCRIPTION OF RETAINING WALL 106
SECTION 10. CONSTRUCTION DETAILS 106
SECTION 10-1. GENERAL 106
10-1.01 ORDER OF WORK 106
10-1.02 WATER POLLUTION CONTROL 107
RETENTION OF FUNDS 108
STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS 109
COST BREAK-DOWN 110
SWPPP IMPLEMENTATION 113
MAINTENANCE 114
REPORTING REQUIREMENTS 115
SAMPLING AND ANALYTICAL REQUIREMENTS 115
PAYMENT 116
10-1.03 BIOLOGICAL MONITOR 117
10-1.04 DEWATERING AND NON-STORM WATER DISCHARGE CONTROL 119
CONSTRUCTION SITE DEWATERING 119
NON-STORM WATER DISCHARGE CONTROL 121
MEASUREMENT AND PAYMENT 122
10-1.05 TEMPORARY COVER 122
MATERIALS 122
INSTALLATION 123
MAINTENANCE 123
MEASUREMENT AND PAYMENT 124
10-1.06 TEMPORARY CHECK DAM 124
MATERIALS 124
INSTALLATION 125
MAINTENANCE 125
MEASUREMENT AND PAYMENT 126
10-1.07 TEMPORARY SILT FENCE 126
10-1.08 TEMPORARY FENCE (TYPE ESA) 128
MATERIALS 128
INSTALLATION 128
MAINTENANCE 129
MEASUREMENT AND PAYMENT 129
10-1.09 TEMPORARY CONSTRUCTION ENTRANCE 129
MATERIALS 129
INSTALLATION 130

MAINTENANCE....130
MEASUREMENT AND PAYMENT....130
10-1.10 MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)....131
10-1.11 STABILIZED CONSTRUCTION ROADWAY....131
MATERIALS....131
INSTALLATION....132
MAINTENANCE....133
PAYMENT....133
10-1.12 TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)....133
MATERIALS....133
APPLICATION....134
MEASUREMENT AND PAYMENT....134
10-1.13 TEMPORARY CONCRETE WASHOUT FACILITY....134
10-1.14 TEMPORARY DRAINAGE INLET PROTECTION....137
MATERIALS....137
INSTALLATION....139
MAINTENANCE....140
MEASUREMENT AND PAYMENT....141
10-1.15 PERIMETER BARRIER (TYPE WM 1.8)....141
MATERIALS....141
MEASUREMENT AND PAYMENT....142
10-1.16 PERIMETER BARRIER (TYPE FROG)....142
MATERIALS....143
INSTALLATION....143
MEASUREMENT AND PAYMENT....143
10-1.17 COOPERATION....144
10-1.18 PROGRESS SCHEDULE (CRITICAL PATH METHOD)....144
DEFINITIONS....144
GENERAL REQUIREMENTS....145
COMPUTER SOFTWARE....146
NETWORK DIAGRAMS, REPORTS AND DATA....146
PRE-CONSTRUCTION SCHEDULING CONFERENCE....147
BASELINE SCHEDULE....148
UPDATE SCHEDULE....148
TIME IMPACT ANALYSIS....148
FINAL UPDATE SCHEDULE....149
RETENTION....149
PAYMENT....149
10-1.19 TIME-RELATED OVERHEAD....150
10-1.20 OBSTRUCTIONS....152
10-1.21 MOBILIZATION....152
10-1.22 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES....152
10-1.23 MAINTAINING TRAFFIC....153
10-1.24 CLOSURE REQUIREMENTS AND CONDITIONS....154
CLOSURE SCHEDULE....155
LATE REOPENING OF CLOSURES....155
COMPENSATION....155
10-1.25 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE....155
10-1.26 PORTABLE CHANGEABLE MESSAGE SIGN....156
10-1.27 TEMPORARY RAILING (TYPE K)....156
10-1.28 CHANNELIZER (SURFACE MOUNTED)....156
10-1.29 TEMPORARY TRAFFIC SCREEN....156
10-1.30 TEMPORARY CRASH CUSHION MODULE....157
10-1.31 CLEARING AND GRUBBING....158
10-1.32 EARTHWORK....158
10-1.33 SOIL NAIL WALL EARTHWORK....160
WORKING DRAWINGS....160
EXCAVATION....161
MEASUREMENT AND PAYMENT....162

10-1.34 SOIL NAIL ASSEMBLY 162
WORKING DRAWINGS 162
MATERIALS 163
CONSTRUCTION 163
TESTING 165
MEASUREMENT 166
PAYMENT 166
10-1.35 MATERIAL CONTAINING AERIALLY DEPOSITED LEAD 166
LEAD COMPLIANCE PLAN 166
DUST CONTROL 167
10-1.36 QUALITY CONTROL SEED TESTING 167
10-1.37 EROSION CONTROL (TYPE B) 167
MATERIALS 168
INSTALLATION 169
CERTIFICATE OF COMPLIANCE 169
MEASUREMENT AND PAYMENT 170
10-1.38 EROSION CONTROL (TYPE D) 170
MATERIALS 170
APPLICATION 172
MEASUREMENT AND PAYMENT 173
10-1.39 MOVE-IN/MOVE-OUT (EROSION CONTROL) 173
10-1.40 FIBER ROLLS 174
MATERIALS 174
INSTALLATION 174
MEASUREMENT AND PAYMENT 175
10-1.41 TOPSOIL 175
10-1.42 ROADSIDE CLEARING 175
MEASUREMENT AND PAYMENT 176
10-1.43 FINISHING ROADWAY 176
10-1.44 PREPARE AND STAIN SHOTCRETE 176
MATERALS 176
TEST PANEL 176
DEBRIS CONTAINMENT AND COLLECTION PROGRAM 176
SURFACE PREPARATION 177
STAIN APPLICATION 177
MEASUREMENT AND PAYMENT 177
10-1.45 ARCHITECTURAL SURFACE (TEXTURED SHOTCRETE) 178
PROJECT REFERENCES 178
TEST PANEL 178
SHOTCRETE SCULPTING 178
SHOTCRETE PREPARING AND STAINING 179
MEASUREMENT AND PAYMENT 179
10-1.46 EROSION CONTROL (NETTING) 179
MATERIALS 179
INSTALLATION 179
MAINTENANCE 180
MEASUREMENT AND PAYMENT 180
10-1.47 CONCRETE STRUCTURES 180
10-1.48 REINFORCEMENT 180
10-1.49 SHOTCRETE 180
PRECONSTRUCTION REQUIREMENTS 181
PLACING 181
TESTING AND ACCEPTANCE 182
MEASUREMENT AND PAYMENT 182
10-1.50 ALTERNATIVE PIPE 182
REINFORCED CONCRETE PIPE 182
10-1.51 PLASTIC PIPE UNDERDRAIN 183
10-1.52 HORIZONTAL DRAIN 183
10-1.53 MISCELLANEOUS FACILITIES 183

10-1.54 ROCK FALL PROTECTION 183
10-1.55 SLOPE PROTECTION 183
10-1.56 MINOR CONCRETE (DITCH LINING) 183
10-1.57 GABION WALL WITH GEOSYNTHETIC REINFORMENT 183
MATERIALS 184
GRADING, EXCAVATION, AND BACKFILL 186
GEOSYNTHETIC REINFORCEMENT 186
HANDLING AND STORAGE 187
CONSTRUCTION 187
MEASUREMENT 189
PAYMENT 189
10-1.58 MISCELLANEOUS CONCRETE CONSTRUCTION 190
10-1.59 MISCELLANEOUS IRON AND STEEL 190
10-1.60 MONUMENTS 190
10-1.61 CONCRETE BARRIER 190
SECTION 11. (BLANK) 190
SECTION 12. (BLANK) 190
SECTION 13. (BLANK) 190
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS 191
FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS 210

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
A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62D	Excavation and Backfill - Concrete Pipe Culverts
RSP A62DA	Excavation and Backfill - Concrete Pipe Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts
A73B	Markers
RSP A73C	Delineators, Channelizers and Barricades
A74	Survey Monuments
A76A	Concrete Barrier Type 60
A76B	Concrete Barrier Type 60
A86	Barbed Wire and Wire Mesh Fences
D73	Drainage Inlets
D74C	Drainage Inlet Details
D75A	Pipe Inlets
D75B	Pipe Inlets
D75C	Pipe Inlets
D77A	Grate Details
D77B	Bicycle Proof Grate Details
D79	Precast Reinforced Concrete Pipe - Direct Design Method

D94A	Metal and Plastic Flared End Sections
D94B	Concrete Flared End Sections
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connectors
D97B	Corrugated Metal Pipe Coupling Details No. 2 - Hat Band Coupler and Flange Details
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Positive Joints and Downdrains
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
D100A	Gabion Basket Details No. 1
D100B	Gabion Basket Details No. 2
D102	Underdrains
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T4	Temporary Traffic Screen
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 04-1123C4

04-SM-1-61.2/62.2

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SAN MATEO COUNTY NEAR PACIFICA FROM 4.7 KM TO 3.7 KM SOUTH OF LINDA MAR BOULEVARD

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 December 7, 2004, 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 SAN MATEO COUNTY NEAR PACIFICA FROM 4.7 KM TO 3.7 KM SOUTH OF LINDA MAR BOULEVARD

General work description: Excavation and construction of retaining walls

This project has a goal of 11 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.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-12.

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

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

Bidder inquiries may be made as follows:

The Department will consider bidder inquiries only when a completed "Bidder Inquiry" form is submitted. A copy of the "Bidder Inquiry" form is available at the Internet address shown below. The bidder inquiry shall include the bidder's name and telephone number. Submit "Bidder Inquiry" forms to :

Construction Program Duty Senior
111 Grand Avenue
Oakland, CA 94612

Fax Number: (510) 622-1805
E-mail: DUTY_SENIOR_DISTRICT04@dot.ca.gov
Tel. Number: (510) 286-5209

To expedite processing, submittal of "Bidder Inquiry" forms via Fax or E-mail is preferred.

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

http://www.dot.ca.gov/hq/esc/oe/project_status/bid_inq.html

The responses to bidders' inquiries, unless incorporated into formal addenda to the contract, are not a part of the contract, and are provided for the bidder's convenience only. In some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. The availability or use of information provided in the responses to bidders' inquiries is not to be construed in any way as a waiver of the provisions of Section 2-1.03 of the Standard Specifications or any other provision of the contract, the plans, Standard Specifications or Special Provisions, nor to excuse the contractor from full compliance with those contract requirements. Bidders are cautioned that subsequent responses or contract addenda may affect or vary a response previously given.

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

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

The Department of Transportation hereby notifies all bidders that it will affirmatively ensure 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 available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at http://hqidoc1.dot.ca.gov/. 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.

If there is a difference between the minimum wage rates predetermined by the United States 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 November 1, 2004

JIK

COPY OF ENGINEER'S ESTIMATE

(NOT TO BE USED FOR BIDDING PURPOSES)

04-1123C4

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	033691	BIOLOGICAL MONITORING	LS	LUMP SUM
2	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM
3	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM
4	071325	TEMPORARY FENCE (TYPE ESA)	M	1886
5	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
6	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
7	033692	STABILIZED CONSTRUCTION ROADWAY	M3	2350
8	033693	CONSTRUCTION SITE DEWATERING AND NON STORM WATER DISCHARGE CONTROL	LS	LUMP SUM
9	033694	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	M2	28 000
10	074029	TEMPORARY SILT FENCE	M	540
11	033695	PERIMETER BARRIER (TYPE WM 1.8)	M	374
12	033696	PERIMETER BARRIER (TYPE FROG)	M	146
13	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	9
14	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	4
15	074034	TEMPORARY COVER	M2	7660
16	074035	TEMPORARY CHECK DAM	M	88
17	033697	TEMPORARY DRAINAGE INLET PROTECTION	EA	7
18	074037	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	9
19 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
20 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
21 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	16
22 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2
23 (S)	129000	TEMPORARY RAILING (TYPE K)	M	370
24 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	22
25	129150	TEMPORARY TRAFFIC SCREEN	M	140
26	160101	CLEARING AND GRUBBING	LS	LUMP SUM
27	190101	ROADWAY EXCAVATION	M3	107 280
28	033698	ROADWAY EXCAVATION (SELECTED MATERIAL)	M3	30 000
29	033699	ROCK FALL PROTECTION	LS	LUMP SUM
30	033700	ROADWAY EXCAVATION (LOCAL BORROW)	M3	19 000
31	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM
32 (F)	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	620
33 (F)	192055	STRUCTURE EXCAVATION (SOIL NAIL WALL)	M3	2880
34 (F)	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	665
35 (F)	193028	STRUCTURE BACKFILL (SOIL NAIL WALL)	M3	60
36	194001	DITCH EXCAVATION	M3	110
37 (S)	197060	SOIL NAIL ASSEMBLY	M	18 860
38 (S)	200002	ROADSIDE CLEARING	LS	LUMP SUM
39 (S)	033701	EROSION CONTROL (NETTING)	M2	7430
40 (S)	033702	EROSION CONTROL (TYPE B)	M2	5110

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
41 (S)	203003	STRAW (EROSION CONTROL)	TONN	12
42 (S)	203014	FIBER (EROSION CONTROL)	KG	2300
43 (S)	203021	FIBER ROLLS	M	2310
44 (S)	203024	COMPOST (EROSION CONTROL)	M3	14
45 (S)	033703	MYCORRHIZAL INNOCULUM	KG	325
46 (S)	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	9
47 (S)	203040	SEED (EROSION CONTROL)	KG	440
48 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	510
49 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	4
50 (F)	049760	ARCHITECTURAL SURFACE (TEXTURED SHOTCRETE)	M2	5190
51 (S-F)	520101	BAR REINFORCING STEEL	KG	74 800
52 (F)	530100	SHOTCRETE	M3	1680
53	620909	450 MM ALTERNATIVE PIPE CULVERT	M	85
54	620913	600 MM ALTERNATIVE PIPE CULVERT	M	40
55	680933	200 MM PERFORATED PLASTIC PIPE UNDERDRAIN	M	1590
56	033704	200 MM NON PERFORATED PLASTIC PIPE UNDERDRAIN	M	240
57	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN)	M	442
58	681502	DRILL HOLE (HORIZONTAL DRAIN)	M	400
59	700858	900 MM BITUMINOUS COATED CORRUGATED STEEL PIPE INLET (2.77 MM THICK)	M	4.6
60	705336	450 MM ALTERNATIVE FLARED END SECTION	EA	2

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
61	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	1
62	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	44.5
63	722020	GABION	M3	150
64 (F)	727901	MINOR CONCRETE (DITCH LINING)	M3	21.2
65	729010	ROCK SLOPE PROTECTION FABRIC	M2	136
66 (F)	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	0.7
67 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	992
68	810111	SURVEY MONUMENT (TYPE A)	EA	9
69 (F)	839704	CONCRETE BARRIER (TYPE 60D)	M	25
70 (F)	049761	CONCRETE BARRIER (TYPE 60D MODIFIED)	M	290
71	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 04-1123C4

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.

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

AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS

UPDATED OCTOBER 12, 2004

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

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

Issue Date: June 19, 2003

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

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

- The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.
- The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.
- Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

SECTION 5: CONTROL OF WORK

Issue Date: December 31, 2001

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

5-1.02A Excavation Safety Plans

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

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

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

• If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated

data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

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

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: February 10, 2004

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

9-1.04 NOTICE OF POTENTIAL CLAIM

- It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken.
- Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 4-1.03, "Changes," Section 5-1.116, "Differing Site Conditions," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," and Section 8-1.10, "Utility and Non-Highway Facilities."
- For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.
- The exclusive identification number for each dispute shall be used on the following corresponding documents:

A. Initial notice of potential claim.
B. Supplemental notice of potential claim.
C. Full and final documentation of potential claim.
D. Corresponding claim included in the Contractor's written statement of claims.

- The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.
- Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.
- Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:

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

- The information provided in items A and B above shall provide the Contractor's complete reasoning for additional compensation or adjustments.
- The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items C and D above as soon as the change is recognized and submit this information to the Engineer.
- Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

A. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
B. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
C. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

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

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

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

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

- The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.
- Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items A to E above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.
- The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.
- Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or retentions, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the weekly statement of working days as provided in Section 8-1.06, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.
- Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.
- Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with

Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

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

9-1.07B Final Payment and Claims

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

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

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

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

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

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

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

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

• The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to

those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

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

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

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

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

- Costs or expenses incurred by the State in reviewing or auditing claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.
- If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement and a written request to meet with the board of review, to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth

the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely written notification of disagreement or timely written request to meet with the board of review shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

- If the Contractor files a timely notification of disagreement with the District claim position letter and a timely request to meet with the board of review, then the board of review, designated by the District Director to review claims that remain in dispute, will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement.
- If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting.
- Attendance by the Contractor at the board of review meeting shall be mandatory. The board of review will review those claims and make a written recommendation thereon to the District Director. The final determination of claims, made by the District Director, will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."
- Failure of the Contractor to conform to the specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall operate as a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

SECTION 19: EARTHWORK

Issue Date: December 31, 2001

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

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

SECTION 42: GROOVE AND GRIND PAVEMENT

Issue Date: December 31, 2001

The last sentence of the first subparagraph of the third paragraph in Section 42-2.02, "Construction," of the Standard Specifications is amended to read:

- After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.10, "Final Finishing."

SECTION 49: PILING

Issue Date: October 12, 2004

The first paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

- Foundation piles of any material shall be of such length as is required to develop the nominal resistance, to obtain the specified penetration, and to extend into the cap or footing block as shown on the plans, or specified in the special provisions.

The fourth paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

• Modification to the specified installation methods and specified pile tip elevation will not be considered at locations where tension or lateral load demands control design pile tip elevations or when the plans state that specified pile tip elevation shall not be revised.

The sixth and seventh paragraphs in Section 49-1.03, "Determination of Length," of the Standard Specifications are amended to read:

• Indicator compression pile load testing shall conform to the requirements in ASTM Designation: D 1143. The pile shall sustain the first compression test load applied which is equal to the nominal resistance in compression, as shown on the plans, with no more than 13 mm total vertical movement at the top of the pile measured relative to the top of the pile prior to the start of compression load testing.

• Indicator tension pile load testing shall conform to the requirements in ASTM Designation: D 3689. The loading apparatus described as "Load Applied to Pile by Hydraulic Jack(s) Acting at One End of Test Beam(s) Anchored to the Pile" shall not be used. The pile shall sustain the first tension test load applied which is equal to the nominal resistance in tension, as shown on the plans, with no more than 13 mm total vertical movement at the top of the pile measured relative to the top of the pile prior to the start of tension load testing.

The ninth paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

• For driven piling, the Contractor shall furnish piling of sufficient length to obtain both the specified tip elevation and nominal resistance shown on the plans or specified in the special provisions. For cast-in-drilled-hole concrete piling, the Contractor shall construct piling of such length to develop the nominal resistance in compression and to obtain the specified tip elevation shown on the plans or specified in the special provisions.

The tenth paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is deleted.

The fourth paragraph in Section 49-1.04, "Load Test Piles," of the Standard Specifications is amended to read:

• Load test piles and anchor piles which are not to be incorporated in the completed structure shall be removed in conformance with the provisions in Section 15-4.02, "Removal Methods," and the remaining holes shall be backfilled with earth or other suitable material approved by the Engineer.

The first paragraph in Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended to read:

• Driven piles shall be installed with impact hammers that are approved in writing by the Engineer. Impact hammers shall be steam, hydraulic, air or diesel hammers. Impact hammers shall develop sufficient energy to drive the piles at a penetration rate of not less than 3 mm per blow at the specified nominal resistance.

The seventh paragraph in Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended to read:

• When necessary to obtain the specified penetration and when authorized by the Engineer, the Contractor may supply and operate one or more water jets and pumps, or furnish the necessary drilling apparatus and drill holes not greater than the least dimension of the pile to the proper depth and drive the piles therein. Jets shall not be used at locations where the stability of embankments or other improvements would be endangered. In addition, for steel piles, steel shells, or steel casings, when necessary to obtain the specified penetration or to prevent damage to the pile during installation, the Contractor shall provide special driving tips or heavier pile sections or take other measures as approved by the Engineer.

• The use of followers or underwater hammers for driving piles will be permitted if authorized in writing by the Engineer. When a follower or underwater hammer is used, its efficiency shall be verified by furnishing the first pile in each bent or footing sufficiently long and driving the pile without the use of a follower or underwater hammer.

The second paragraph in Section 49-1.07, "Driving," of the Standard Specifications is amended to read:

• Timber piles shall be fresh-headed and square and when permitted by the Engineer, the heads of the piles may be protected by means of heavy steel or wrought iron rings. During driving operations timber piling shall be restrained from lateral movement at intervals not to exceed 6 m over the length between the driving head and the ground surface. During driving operations, the timber pile shall be kept moving by continuous operation of the hammer. When the blow count exceeds either 2 times the blow count required in 300 mm, or 3 times the blow count required in 75 mm for the nominal resistance as shown on the plans, computed in conformance with the provisions in Section 49-1.08, "Pile Driving Acceptance

Criteria," additional aids shall be used to obtain the specified penetration. These aids may include the use of water jets or drilling, where permitted, or the use of a larger hammer employing a heavy ram striking with a low velocity.

Section 49-1.08, "Bearing Value and Penetration," of the Standard Specifications is amended to read:

49-1.08 PILE DRIVING ACCEPTANCE CRITERIA

• Except for piles to be load tested, driven piles shall be driven to a value of not less than the nominal resistance shown on the plans unless otherwise specified in the special provisions or permitted in writing by the Engineer. In addition, when a pile tip elevation is specified, driven piles shall penetrate at least to the specified tip elevation, unless otherwise permitted in writing by the Engineer. Piles to be load tested shall be driven to the specified tip elevation.

• When the pile nominal resistance is omitted from the plans or the special provisions, timber piles shall be driven to a nominal resistance of 800 kN, and steel and concrete piles shall be driven to a nominal resistance of 1250 kN.

• The nominal resistance for driven piles shall be determined from the following formula in which "R_u" is the nominal resistance in kilonewtons, "E_r" is the manufacturer's rating for joules of energy developed by the hammer at the observed field drop height, and "N" is the number of hammer blows in the last 300 millimeters. (maximum value to be used for N is 100):

$$R_u = (7 * (E_r)^{1/2} * \log_{10} (0.83 * N)) - 550$$

The first paragraph in Section 49-2.03, "Requirements," of the Standard Specifications is amended to read:

• When preservative treatment of timber piles is required by the plans or specified in the special provisions, the treatment shall conform to the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and the applicable AWPA Use Category.

The first paragraph in Section 49-2.04, "Treatment of Pile Heads," of the Standard Specifications is amended to read:

A. An application of wood preservative conforming to the provisions in Section 58-1.04, "Wood Preservative for Manual Treatment," shall first be applied to the head of the pile and a protective cap shall then be built up by applying alternate layers of loosely woven fabric and hot asphalt or tar similar to membrane waterproofing, using 3 layers of asphalt or tar and 2 layers of fabric. The fabric shall measure at least 150 mm more in each direction than the diameter of the pile and shall be turned down over the pile and the edges secured by binding with 2 turns of No. 10 galvanized wire. The fabric shall be wired in advance of the application of the final layer of asphalt or tar, which shall extend down over the wiring.
B. The sawed surface shall be covered with 3 applications of a hot mixture of 60 percent creosote and 40 percent roofing pitch, or thoroughly brushcoated with 3 applications of hot creosote and covered with hot roofing pitch. A covering of 3.50-mm nominal thickness galvanized steel sheet shall be placed over the coating and bent down over the sides of each pile to shed water.

Section 49-3.01, "Description," of the Standard Specifications is amended by deleting the fifth paragraph.

The sixth paragraph in Section 49-3.01, "Description," of the Standard Specifications is amended to read:

• Lifting anchors used in precast prestressed concrete piles without a class designation ending in "C" (corrosion resistant) shall be removed, and the holes filled in conformance with the provisions in Section 51-1.18A, "Ordinary Surface Finish."

The first and second paragraphs in Section 49-4.01, "Description," of the Standard Specifications are amended to read:

• Cast-in-place concrete piles shall consist of one of the following:

A. Steel shells driven permanently to the required nominal resistance and penetration and filled with concrete.
B. Steel casings installed permanently to the required penetration and filled with concrete.
C. Drilled holes filled with concrete.
D. Rock sockets filled with concrete.

• The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 25 MPa. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."

The fourth paragraph in Section 49-4.03, "Drilled Holes," of the Standard Specifications is amended to read:

• After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

The first and second paragraphs in Section 49-4.04, "Steel Shells," of the Standard Specifications are amended to read:

• Steel shells shall be sufficiently watertight to exclude water during the placing of concrete. The shells may be cylindrical or tapered, step-tapered, or a combination of either, with cylindrical sections.

The first paragraph in Section 49-4.05, "Inspection," of the Standard Specifications is amended to read:

• After being driven and prior to placing reinforcement and concrete therein, the steel shells shall be examined for collapse or reduced diameter at any point. Any shell which is improperly driven or broken or shows partial collapse to such an extent as to materially decrease its nominal resistance will be rejected. Rejected shells shall be removed and replaced, or a new shell shall be driven adjacent to the rejected shell. Rejected shells which cannot be removed shall be filled with concrete by the Contractor at the Contractor's expense. When a new shell is driven to replace a rejected shell, the Contractor, at the Contractor's expense, shall enlarge the footing as determined necessary by the Engineer.

The third paragraph in Section 49-5.01, "Description," of the Standard Specifications is amended to read:

• Steel pipe piles shall conform to the following requirements:

1. Steel pipe piles less than 360 mm in diameter shall conform to the requirements in ASTM Designation: A 252, Grade 2 or 3.
2. Steel pipe piles 360 mm and greater in diameter shall conform to the requirements in ASTM Designation: A 252, Grade 3.
3. Steel pipe piles shall be of the nominal diameter and nominal wall thickness shown on the plans or specified in the special provisions.
4. The carbon equivalency (CE) of steel for steel pipe piles, as defined in AWS D 1.1, Section XI5.1, shall not exceed 0.45.
5. The sulfur content of steel for steel pipe piles shall not exceed 0.05-percent.
6. Seams in steel pipe piles shall be complete penetration welds.

The third paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

• The contract price paid per meter for cast-in-drilled-hole concrete piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, and constructing reinforced concrete extensions, complete in place, to the required penetration, as shown on the plans, as specified in these specifications and in the special provisions, and as directed by the Engineer.

The seventh paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read

• The contract unit price paid for drive pile shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in driving timber, concrete and steel piles, driving steel shells for cast-in-place concrete piles, placing filling materials for cast-in-place concrete piles and cutting off piles, all complete in place to the required nominal resistance and penetration as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

The ninth paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

• Full compensation for all jetting, drilling, providing special driving tips or heavier sections for steel piles or shells, or other work necessary to obtain the specified penetration and nominal resistance of the piles, for predrilling holes through embankment and filling the space remaining around the pile with sand or pea gravel, for disposing of material resulting from jetting, drilling or predrilling holes, and for all excavation and backfill involved in constructing concrete extensions as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for drive pile or in the contract price paid per meter for cast-in-drilled-hole concrete piling, and no additional compensation will be allowed therefor.

Section 49-6.02, "Payment," of the Standard Specifications is amended by adding the following paragraphs:

Full compensation for furnishing and placing additional testing reinforcement, for load test anchorages, and for cutting off test piles, shall be considered as included in the contract price paid for piling of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed.

No additional compensation or extension of time will be made for additional foundation investigation, installation and testing of indicator piling, cutting off piling and restoring the foundation investigation and indicator pile sites, and review of request by the Engineer

SECTION 50: PRESTRESSING CONCRETE

Issue Date: November 18, 2002

Section 50-1.02, "Drawings," of the Standard Specifications is amended by adding the following paragraph after the second paragraph:

• Each working drawing submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate working drawing submittal.

Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended to read:

• Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum mass requirement of ASTM Designation: A 722 will not apply.

• In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.

• In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

A. The coating material shall be on the Department's list of approved coating materials for epoxy-coated strand, available from the Transportation Laboratory.
B. The film thickness of the coating after curing shall be 381 µm to 1143 µm.
C. Prior to coating the strand, the Contractor shall furnish to the Transportation Laboratory a representative 230-g sample from each batch of epoxy coating material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.
D. Prior to use of the epoxy-coated strand in the work, written certifications referenced in ASTM Designation: A 882/A 882M, including a representative load-elongation curve for each size and grade of strand to be used and a copy of the quality control tests performed by the manufacturer, shall be furnished to the Engineer.
E. In addition to the requirements in Section 50-1.10, "Samples for Testing," four 1.5-m long samples of coated strand and one 1.5-m long sample of uncoated strand of each size and reel shall be furnished to the Engineer for testing. These samples, as selected by the Engineer, shall be representative of the material to be used in the work.
F. Epoxy-coated strand shall be cut using an abrasive saw.

G. All visible damage to coatings caused by shipping and handling, or during installation, including cut ends, shall be repaired in conformance with the requirements in ASTM Designation: A 882/A 882M. The patching material shall be furnished by the manufacturer of the epoxy powder and shall be applied in conformance with the manufacturer's written recommendations. The patching material shall be compatible with the original epoxy coating material and shall be inert in concrete.

- All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.
- When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.
- Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.
- Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.
- Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.
- Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.
- Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.
- The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.
- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.
- When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.
- Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.
- When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.
- Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.
- After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.
- Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one

application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

The thirteenth paragraph in Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

• Prestressing steel in pretensioned members shall not be cut or released until the concrete in the member has attained a compressive strength of not less than the value shown on the plans or 28 MPa, whichever is greater. In addition to these concrete strength requirements, when epoxy-coated prestressing steel strand is used, the steel shall not be cut or released until the temperature of the concrete surrounding the strand is less than 65°C, and falling.

The fifth paragraph in Section 50-1.10, "Samples for Testing," of the Standard Specifications is amended to read:

• The following samples of materials and tendons, selected by the Engineer from the prestressing steel at the plant or jobsite, shall be furnished by the Contractor to the Engineer well in advance of anticipated use:

A. For wire or bars, one 2-m long sample and for strand, one 1.5-m long sample, of each size shall be furnished for each heat or reel.
B. For epoxy-coated strand, one 1.5-m long sample of uncoated strand of each size shall be furnished for each reel.
C. If the prestressing tendon is a bar, one 2-m long sample shall be furnished and in addition, if couplers are to be used with the bar, two 1.25-m long samples of bar, equipped with one coupler and fabricated to fit the coupler, shall be furnished.

The second paragraph in Section 50-1.11, "Payment," of the Standard Specifications is amended to read:

• The contract lump sum prices paid for prestressing cast-in-place concrete of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing, placing, and tensioning the prestressing steel in cast-in-place concrete structures, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

SECTION 51: CONCRETE STRUCTURES

Issue Date: December 23, 2003

The eleventh paragraph in Section 51-1.05, "Forms," of the Standard Specifications is amended to read:

• Form panels for exposed surfaces shall be furnished and placed in uniform widths of not less than 0.9-m and in uniform lengths of not less than 1.8 m, except at the end of continuously formed surfaces where the final panel length required is less than 1.8 m. Where the width of the member formed is less than 0.9-m, the width of the panels shall be not less than the width of the member. Panels shall be arranged in symmetrical patterns conforming to the general lines of the structure. Except when otherwise provided herein or shown on the plans, panels for vertical surfaces shall be placed with the long dimension horizontal and with horizontal joints level and continuous. Form panels for curved surfaces of columns shall be continuous for a minimum of one quarter of the circumference, or 1.8 m. For walls with sloping footings which do not abut other walls, panels may be placed with the long dimension parallel to the footing. Form panels on each side of the panel joint shall be precisely aligned, by means of supports or fasteners common to both panels, to result in a continuous unbroken concrete plane surface. When prefabricated soffit panels are used, form filler panels joining prefabricated panels shall have a uniform minimum width of 0.3-m and shall produce a smooth uniform surface with consistent longitudinal joint lines between the prefabricated panels.

The first and second paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications are amended to read:

• 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.

The seventh paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

- 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. For multi-frame bridges, each frame shall require a separate falsework plan submittal.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended by adding the following paragraphs:

- 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.
- 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.

The first paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- 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/m^2 for the combined live and dead load regardless of slab thickness.

The eighth paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- 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.

The third paragraph in Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

- When falsework is supported on piles, the piles shall be driven and the actual nominal resistance assessed in conformance with the provisions in Section 49, "Piling."

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended by adding the following paragraphs:

- For falsework piles with a calculated nominal resistance greater than 1800 kN, the Contractor shall conduct dynamic monitoring of pile driving and generate field acceptance criteria 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.

- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended by adding the following paragraph:

- 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.

The sixth paragraph in Section 51-1.09, "Placing Concrete," of the Standard Specifications is amended to read:

- Vibrators used to consolidate concrete containing epoxy-coated bar reinforcement or epoxy-coated prestressing steel shall have a resilient covering to prevent damage to the epoxy-coating on the reinforcement or prestressing steel.

The third sentence of the fourth paragraph in Section 51-1.12D, "Sheet Packing, Preformed Pads and Board Fillers," of the Standard Specifications is amended to read:

Surfaces of expanded polystyrene against which concrete is placed shall be faced with hardboard.

The table in the ninth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications is amended to read:

Tensile strength, percent	-15
Elongation at break, percent	-40; but not less than 300% total elongation of the material
Hardness, points	+10

The first sentence of the fourth paragraph in Section 51-1.17, "Finish Bridge Decks," of the Standard Specifications is amended to read:

- The smoothness of completed roadway surfaces of structures, approach slabs and the adjacent 15 m of approach pavement, and the top surfaces of concrete decks which are to be covered with another material, will be tested by the Engineer with a bridge profilograph in conformance with the requirements in California Test 547 and the requirements herein.

Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended by deleting the seventh, thirteenth and fourteenth paragraphs.

The fourteenth paragraph in Section 51-1.23, "Payment," of the Standard Specifications is amended by deleting "and injecting epoxy in cracks".

SECTION 52: REINFORCEMENT

Issue Date: March 25, 2004

The third paragraph in 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," 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 Reinforcement." 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.

Section 52-1.07 "Placing," of the Standard Specifications is amended to read by deleting item C of the third paragraph.

Section 52-1.08 "Splicing," of the Standard Specifications is amended to read:

52-1.08 SPLICING

- Splices of reinforcing bars shall consist of lap splices, service splices, or ultimate butt splices.

• Splicing of reinforcing bars will not be permitted at a location designated on the plans as a "No-Splice Zone." At the option of the Contractor, reinforcing bars may be continuous at locations where splices are shown on the plans. The location of splices, except where shown on the plans, shall be determined by the Contractor using available commercial lengths where practicable.

• Unless otherwise shown on the plans, splices in adjacent reinforcing bars at any particular section shall be staggered. The minimum distance between staggered lap splices or mechanical lap splices shall be the same as the length required for a lap splice in the largest bar. The minimum distance between staggered butt splices shall be 600 mm, measured between the midpoints of the splices along a line which is centered between the axes of the adjacent bars.

52-1.08A Lap Splicing Requirements

• Splices made by lapping shall consist of placing reinforcing bars in contact and wiring them together, maintaining the alignment of the bars and the minimum clearances. Should the Contractor elect to use a butt welded or mechanical splice at a location not designated on the plans as requiring a service or ultimate butt splice, this splice shall conform to the testing requirements for service splice.

• Reinforcing bars shall not be spliced by lapping at locations where the concrete section is not sufficient to provide a minimum clear distance of 50 mm between the splice and the nearest adjacent bar. The clearance to the surface of the concrete specified in Section 52-1.07, "Placing," shall not be reduced.

• Reinforcing bars Nos. 43 and 57 shall not be spliced by lapping.

• Where ASTM Designations: A 615/A 615M, Grade 420 or A 706/A 706M reinforcing bars are required, the length of lap splices shall be as follows: Reinforcing bars No. 25 or smaller shall be lapped at least 45 diameters of the smaller bar joined; and reinforcing bars Nos. 29, 32, and 36 shall be lapped at least 60 diameters of the smaller bar joined, except when otherwise shown on the plans.

• Where ASTM Designation: A 615/A 615M, Grade 280 reinforcing bars are permitted, the length of lap splices shall be as follows: Reinforcing bars No. 25 or smaller shall be lapped at least 30 diameters of the smaller bar joined; and reinforcing bars Nos. 29, 32, and 36 shall be lapped at least 45 diameters of the smaller bar joined, except when otherwise shown on the plans.

• Splices in bundled bars shall conform to the following:

A In bundles of 2 bars, the length of the lap splice shall be the same as the length of a single bar lap splice.
B. In bundles of 3 bars, the length of the lap splice shall be 1.2 times the length of a single bar lap splice.

• Welded wire fabric shall be lapped such that the overlap between the outermost cross wires is not less than the larger of:

A. 150 mm,
B. The spacing of the cross wires plus 50 mm, or
C. The numerical value of the longitudinal wire size (MW-Size Number) times 370 divided by the spacing of the longitudinal wires in millimeters.

52-1.08B Service Splicing and Ultimate Butt Splicing Requirements

• Service splices and ultimate butt splices shall be either butt welded or mechanical splices, shall be used at the locations shown on the plans, and shall conform to the requirements of these specifications and the special provisions.

52-1.08B(1) Mechanical Splices

• Mechanical splices to be used in the work shall be on the Department's current prequalified list before use. The prequalified list can be obtained from the Department's internet site listed in the special provisions or by contacting the Transportation Laboratory directly.

• When tested in conformance with the requirements in California Test 670, the total slip of the reinforcing bars within the splice device 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 device.

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

- Slip requirements shall not apply to mechanical lap splices, splices that are welded, or splices that are used on hoops.
- Splicing procedures shall be in conformance with the manufacturer's recommendations, except as modified in this section. Splices shall be made using the manufacturer's standard equipment, jigs, clamps, and other required accessories.
- Splice devices shall have a clear coverage of not less than 40 mm measured from the surface of the concrete to the outside of the splice device. Stirrups, ties, and other reinforcement shall be adjusted or relocated, and additional reinforcement shall be placed, if necessary, to provide the specified clear coverage to reinforcement.
- The Contractor shall furnish the following information for each shipment of splice material in conformance with the provisions in Section 6-1.07, "Certificates of Compliance:"

A. The type or series identification of the splice material including tracking information for traceability.
B. The bar grade and size number to be spliced.
C. A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
D. A statement that the splicing systems and materials used in conformance with the manufacturer's installation procedures will develop the required tensile strengths, based on the nominal bar area, and will conform to the total slip requirements and the other requirements in these specifications.
E. A statement that the splice material conforms to the type of mechanical splice in the Department's current prequalified list.

52-1.08B(2) Butt Welded Splices

- Except for resistance butt welds, butt welded splices of reinforcing bars shall be complete joint penetration butt welds conforming to the requirements in AWS D 1.4, and these specifications.
- Welders and welding procedures shall be qualified in conformance with the requirements in AWS D 1.4.
- Only the joint details and dimensions as shown in Figure 3.2, "Direct Butt Joints," of AWS D 1.4, shall be used for making complete joint penetration butt welds of bar reinforcement. Split pipe backing shall not be used.
- Butt welds shall be made with multiple weld passes using a stringer bead without an appreciable weaving motion. The maximum stringer bead width shall be 2.5 times the diameter of the electrode and slagging shall be performed between each weld pass. Weld reinforcement shall not exceed 4 mm in convexity.
- Electrodes used for welding shall meet the minimum Charpy V-notch impact requirement of 27°J at –20°C.
- For welding of bars conforming to the requirements of ASTM Designation: A 615/A 615M, Grade 280 or Grade 420, the requirements of Table 5.2, "Minimum Preheat and Interpass Temperatures," of AWS D 1.4 are superseded by the following:

The minimum preheat and interpass temperatures shall be 200°C for Grade 280 bars and 300°C for Grade 420 bars. Immediately after completing the welding, at least 150 mm of the bar on each side of the splice shall be covered by an insulated wrapping to control the rate of cooling. The insulated wrapping shall remain in place until the bar has cooled below 90°C.

- When welding different grades of reinforcing bars, the electrode shall conform to Grade 280 bar requirements and the preheat shall conform to the Grade 420 bar requirements.
- In the event that any of the specified preheat, interpass, and post weld cooling temperatures are not met, all weld and heat affected zone metal shall be removed and the splice rewelded.
- Welding shall be protected from air currents, drafts, and precipitation to prevent loss of heat or loss of arc shielding. The method of protecting the welding area from loss of heat or loss of arc shielding shall be subject to approval by the Engineer.

- Reinforcing bars shall not be direct butt spliced by thermite welding.
- Procedures to be used in making welded splices in reinforcing bars, and welders employed to make splices in reinforcing bars, shall be qualified by tests performed by the Contractor on sample splices of the type to be used, before making splices to be used in the work.

52-1.08B(3) Resistance Butt Welds

- Shop produced resistance butt welds shall be produced by a fabricator who is approved by the Transportation Laboratory. The list of approved fabricators can be obtained from the Department's internet site or by contacting the Transportation Laboratory directly.
- Before manufacturing hoops using resistance butt welding, the Contractor shall submit to the Engineer the manufacturer's Quality Control (QC) manual for the fabrication of hoops. As a minimum, the QC manual shall include the following:

A. The pre-production procedures for the qualification of material and equipment.
B. The methods and frequencies for performing QC procedures during production.
C. The calibration procedures and calibration frequency for all equipment.
D. The welding procedure specification (WPS) for resistance welding.
E. The method for identifying and tracking lots.

52-1.08C Service Splice and Ultimate Butt Splice Testing Requirements

- The Contractor shall designate in writing a splicing Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for 1) the quality of all service and ultimate butt splicing including the inspection of materials and workmanship performed by the Contractor and all subcontractors; and 2) submitting, receiving, and approving all correspondence, required submittals, and reports regarding service and ultimate splicing 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.
- Testing on prequalification and production sample splices shall be performed at the Contractor's expense, at an independent qualified testing laboratory. The laboratory 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, and shall have the following:

A. Proper facilities, including a tensile testing machine capable of breaking the largest size of reinforcing bar to be tested with minimum lengths as shown in this section.
B. A device for measuring the total slip of the reinforcing bars across the splice to the nearest 25 µm, that, when placed parallel to the longitudinal axis of the bar is able to simultaneously measure movement across the splice, at 2 locations, 180 degrees apart.
C. Operators who have received formal training for performing the testing requirements of ASTM Designation: A 370 and California Test 670.
D. A record of annual calibration of testing equipment performed by an independent third party that has 1) standards that are traceable to the National Institute of Standards and Technology, and 2) a formal reporting procedure, including published test forms.

- The Contractor shall provide samples for quality assurance testing in conformance with the provisions in these specifications and the special provisions.
- Prequalification and production sample splices shall be 1) a minimum length of 1.5 meters for reinforcing bars No. 25 or smaller, and 2 meters for reinforcing bars No. 29 or larger, with the splice located at mid-point; and 2) suitably identified before shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. Splices that shows signs of tampering will be rejected.
- Each set or sample splice, as defined herein, shall be identified as representing either a prequalification or production test sample splice.
- For the purpose of production testing, a lot of either service splices or ultimate butt splices is defined as 1) 150, or fraction thereof, of the same type of mechanical splices used for each bar size and each bar deformation pattern that is used in the work, or 2) 150, or fraction thereof, of complete joint penetration butt welded splices, or resistance butt welded splices for each bar size used in the work. If different diameters of hoop reinforcement are shown on the plans, separate lots shall be used for each different hoop diameter.
- Whenever a lot of splices is rejected, the rejected lot and subsequent lots of splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report

is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for preventing similar failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. In the event the Engineer fails to provide notification within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in providing notification, the Contractor will be compensated for any resulting loss, and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

52-1.08C(1) Splice Prequalification Report

- Before using any service splices or ultimate butt splices in the work, the Contractor shall submit a Splice Prequalification Report. The report shall include splice material information, names of the operators who will be performing the splicing, and descriptions of the positions, locations, equipment, and procedures that will be used in the work.
- The Splice Prequalification Report shall also include certifications from the fabricator for prequalifications of operators and procedures based on sample tests performed no more than 2 years before submitting the report. Each operator shall be certified by performing 2 sample splices for each bar size of each splice type that the operator will be performing in the work. For deformation-dependent types of splice devices, each operator shall be certified by performing 2 additional samples for each bar size and deformation pattern that will be used in the work.
- Prequalification sample splices shall be tested by an independent qualified testing laboratory and shall conform to the appropriate production test criteria and slip requirements specified herein. When epoxy-coated reinforcement is required, resistance butt welded sample splices shall have the weld flash removed by the same procedure as will be used in the work, before coating and testing. The Splice Prequalification Report shall include the certified test results for all prequalification sample splices.
- The QCM shall review and approve the Splice Prequalification Report before submitting it to the Engineer for approval. The Contractor shall allow 2 weeks for the review and approval of a complete report before performing any service splicing or ultimate butt splicing in the work. In the event the Engineer fails to complete the review within the time allowed, and in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

52-1.08C(2) Service Splice Test Criteria

- Service production and quality assurance sample splices shall be tensile tested in conformance with the requirements in ASTM Designation: A 370 and California Test 670 and shall develop a minimum tensile strength of not less than 550 MPa.

52-1.08C(2)(a) Production Test Requirements for Service Splices

- Production tests shall be performed by the Contractor's independent laboratory for all service splices used in the work. A production test shall consist of testing 4 sample splices prepared for each lot of completed splices. The samples shall be prepared by the Contractor using the same splice material, position, operators, location, and equipment, and following the same procedure as used in the work.
- At least one week before testing, the Contractor shall notify the Engineer in writing of the date when and the location where the testing of the samples will be performed.
- The 4 samples from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 samples of splices shall not be tested.
- Before performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the requirements for total slip. Should this sample not meet the total slip requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to the total slip requirements, all splices in the lot represented by this production test will be rejected.
- If 3 or more sample splices from a production test conform to the provisions in this Section 52-1.08C(2),"Service Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable, provided each of the 4 samples develop a minimum tensile strength of not less than 420 MPa.
- Should only 2 sample splices from a production test conform to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," one additional production test shall be performed on the same lot of splices. This additional production test shall consist of testing 4 samples splices that have been randomly selected by the Engineer and removed by the Contractor from the actual completed lot of splices. Should any of the 4 splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.
- If only one sample splice from a production test conforms to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," all splices in the lot represented by this production test will be rejected.

• If a production test for a lot fails, the Contractor shall repair or replace all reinforcing bars from which sample splices were removed before the Engineer selects additional splices from this lot for further testing.

52-1.08C(2)(b) Quality Assurance Test Requirements for Service Splices

• For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 subsequent production tests, or portion thereof, the Contractor shall concurrently prepare 4 additional service quality assurance sample splices. These service quality assurance sample splices shall be prepared in the same manner as specified herein for service production sample splices.

• These 4 additional quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. The 4 sample splices shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 samples of splices will not be tested. Sample splices not accompanied by the supporting documentation required in Section 52-1.08B(1), for mechanical splices, or in Section 52-1.08B(3), for resistance butt welds, will not be tested.

• Quality assurance testing will be performed in conformance with the requirements for service production sample splices in Section 52-1.08C(2)(a), "Production Test Requirements for Service Splices."

52-1.08C(3) Ultimate Butt Splice Test Criteria

• Ultimate production and quality assurance sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370 and California Test 670.

• A minimum of one control bar shall be removed from the same bar as, and adjacent to, all ultimate production, and quality assurance sample splices. Control bars shall be 1) a minimum length of one meter for reinforcing bars No. 25 or smaller and 1.5 meters for reinforcing bars No. 29 or larger, and 2) suitably identified before shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

• Each sample splice and its associated control bar shall be identified and marked as a set. Each set shall be identified as representing a prequalification, production, or quality assurance sample splice.

• The portion of hoop reinforcing bar, removed to obtain a sample splice and control bar, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

• Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in Section 52-1.08C(1), "Splice Prequalification Report," or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in any "No Splice Zone" shown on the plans.

• Ultimate production and quality assurance sample splices shall rupture in the reinforcing bar either: 1) outside of the affected zone or 2) within the affected zone, provided that the sample splice has achieved at least 95 percent of the ultimate tensile strength of the control bar associated with the sample splice. In addition, necking of the bar shall be visibly evident at rupture regardless of whether the bar breaks inside or outside the affected zone.

• The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice.

• The ultimate tensile strength shall be determined for all control bars by tensile testing the bars to rupture, regardless of where each sample splice ruptures. If 2 control bars are tested for one sample splice, the bar with the lower ultimate tensile strength shall be considered the control bar.

52-1.08C(3)(a) Production Test Requirements for Ultimate Butt Splices

• Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of testing 4 sets of sample splices and control bars removed from each lot of completed splices, except when quality assurance tests are performed.

• After the splices in a lot have been completed, and the bars have been epoxy-coated when required, the QCM shall notify the Engineer in writing that the splices in this lot conform to the specifications and are ready for testing. Except for hoops, sample splices will be selected by the Engineer at the job site. Sample splices for hoops will be selected by the Engineer either at the job site or a fabrication facility.

• After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. The Contractor shall select the adjacent control bar for each sample splice bar, and the Engineer will place tamper-proof markings or seals on them. These ultimate production sample splices and control bars shall be removed by the Contractor, and tested by an independent qualified testing laboratory.

• At least one week before testing, the Contractor shall notify the Engineer in writing of the date when and the location where the testing of the samples will be performed.

• A sample splice or control bar from any set will be rejected if a tamper-proof marking or seal is disturbed before testing.

- The 4 sets from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sets of splices shall not be tested.
- Before performing any tensile tests on production test sample splices, one of the 4 sample splices shall be tested for, and shall conform to, the requirements for total slip. Should this sample splice not meet these requirements, one retest, in which the 3 remaining sample splices are tested for total slip, will be allowed. Should any of the 3 remaining sample splices not conform to these requirements, all splices in the lot represented by this production test will be rejected.
- If 3 or more sample splices from a production test conform to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable.
- Should only 2 sample splices from a production test conform to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," one additional production test shall be performed on the same lot of splices. Should any of the 4 sample splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.
- If only one sample splice from a production test conforms to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," all splices in the lot represented by this production test will be rejected.
- If a production test for a lot fails, the Contractor shall repair or replace all reinforcing bars from which sample splices were removed, complete in place, before the Engineer selects additional splices from this lot for further testing.
- Production tests will not be required on repaired splices from a lot, regardless of the type of prequalified ultimate mechanical butt splice used to make the repair. However, should an additional production test be required, the Engineer may select any repaired splice for the additional production test.

52-1.08C(3)(b) Quality Assurance Test Requirements for Ultimate Butt Splices

- For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 subsequent production tests, or portion thereof, the Contractor shall concurrently prepare 4 additional ultimate quality assurance sample splices along with associated control bars.
- Each time 4 additional ultimate quality assurance sample splices are prepared, 2 of these quality assurance sample splice and associated control bar sets and 2 of the production sample splice and associated control bar sets, together, shall conform to the requirements for ultimate production sample splices in Section 52-1.08C(3)(a),"Production Test Requirements for Ultimate Butt Splices."
- The 2 remaining quality assurance sample splice and associated control bar sets, along with the 2 remaining production sample splice and associated control bar sets shall be shipped to the Transportation Laboratory for quality assurance testing. The 4 sets shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 sets will not be tested.
- Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in Section 52-1.08C(3)(a), "Production Test Requirements for Ultimate Butt Splices."

52-1.08C(3)(c) Nondestructive Splice Tests

- When the specifications allow for welded sample splices to be taken from other than the completed lot of splices, the Contractor shall meet the following additional requirements.
- Except for resistance butt welded splices, radiographic examinations shall be performed on 25 percent of all complete joint penetration butt welded splices from a production lot. The size of a production lot will be a maximum of 150 splices. The Engineer will select the splices which will compose the production lot and also the splices within each production lot to be radiographically examined.
- All required radiographic examinations of complete joint penetration butt welded splices shall be performed by the Contractor in conformance with the requirements in AWS D 1.4 and these specifications.
- Before radiographic examination, welds shall conform to the requirements in Section 4.4, "Quality of Welds," of AWS D 1.4.
- Should more than 12 percent of the splices which have been radiographically examined in any production lot be defective, an additional 25 percent of the splices, selected by the Engineer from the same production lot, shall be radiographically examined. Should more than 12 percent of the cumulative total of splices tested from the same production lot be defective, all remaining splices in the lot shall be radiographically examined.
- Additional radiographic examinations performed due to the identification of defective splices shall be at the Contractor's expense.
- All defects shall be repaired in conformance with the requirements in AWS D 1.4.
- The Contractor shall notify the Engineer in writing 48 hours before performing any radiographic examinations.
- The radiographic procedure used shall conform to the requirements in AWS D1.1, AWS D1.4, and the following:

Two exposures shall be made for each complete joint penetration butt welded splice. For each of the 2 exposures, the radiation source shall be centered on each bar to be radiographed. The first exposure shall be made with the radiation

source placed at zero degrees from the top of the weld and perpendicular to the weld root and identified with a station mark of "0." The second exposure shall be at 90 degrees to the "0" station mark and shall be identified with a station mark of "90." When obstructions prevent a 90 degree placement of the radiation source for the second exposure, and when approved in writing by the Engineer, the source may be rotated, around the centerline of the reinforcing bar, a maximum of 25 degrees.

For field produced complete joint penetration butt welds, no more than one weld shall be radiographed during one exposure. For shop produced complete joint penetration butt welds, if more than one weld is to be radiographed during one exposure, the angle between the root line of each weld and the direction to the radiation source shall be not less than 65 degrees.

Radiographs shall be made by either X-ray or gamma ray. Radiographs made by X-ray or gamma rays shall have densities of not less than 2.3 nor more than 3.5 in the area of interest. A tolerance of 0.05 in density is allowed for densitometer variations. Gamma rays shall be from the iridium 192 isotope and the emitting specimen shall not exceed 4.45 mm in the greatest diagonal dimension.

The radiographic film shall be placed perpendicular to the radiation source at all times; parallel to the root line of the weld unless source placement determines that the film must be turned; and as close to the root of the weld as possible.

The minimum source to film distance shall be maintained so as to ensure that all radiographs maintain a maximum geometric unsharpness of 0.020 at all times, regardless of the size of the reinforcing bars.

Penetrameters shall be placed on the source side of the bar and perpendicular to the radiation source at all times. One penetrameter shall be placed in the center of each bar to be radiographed, perpendicular to the weld root, and adjacent to the weld. Penetrameter images shall not appear in the weld area.

When radiography of more than one weld is being performed per exposure, each exposure shall have a minimum of one penetrameter per bar, or 3 penetrameters per exposure. When 3 penetrameters per exposure are used, one penetrameter shall be placed on each of the 2 outermost bars of the exposure, and the remaining penetrameter shall be placed on a centrally located bar.

An allowable weld buildup of 4 mm may be added to the total material thickness when determining the proper penetrameter selection. No image quality indicator equivalency will be accepted. Wire penetrameters or penetrameter blocks shall not be used.

Penetrameters shall be sufficiently shimmed using a radiographically identical material. Penetrameter image densities shall be a minimum of 2.0 and a maximum of 3.6.

Radiographic film shall be Class 1, regardless of the size of reinforcing bars.

Radiographs shall be free of film artifacts and processing defects, including, but not limited to, streaks, scratches, pressure marks or marks made for the purpose of identifying film or welding indications.

Each splice shall be clearly identified on each radiograph and the radiograph identification and marking system shall be established between the Contractor and the Engineer before radiographic inspection begins. Film shall be identified by lead numbers only; etching, flashing or writing in identifications of any type will not be permitted. Each piece of film identification information shall be legible and shall include, as a minimum, the following information: Contractor's name, date, name of nondestructive testing firm, initials of radiographer, contract number, part number and weld number. The letter "R" and repair number shall be placed directly after the weld number to designate a radiograph of a repaired weld.

Radiographic film shall be developed within a time range of one minute less to one minute more than the film manufacturer's recommended maximum development time. Sight development will not be allowed.

Processing chemistry shall be done with a consistent mixture and quality, and processing rinses and tanks shall be clean to ensure proper results. Records of all developing processes and any chemical changes to the developing processes shall be kept and furnished to the Engineer upon request. The Engineer may request, at any time, that a sheet of unexposed film be processed in the presence of the Engineer to verify processing chemical and rinse quality.

The results of all radiographic interpretations shall be recorded on a signed certification and a copy kept with the film packet.

Technique sheets prepared in conformance with the requirements in ASME Boiler and Pressure Vessels Code, Section V, Article 2 Section T-291 shall also contain the developer temperature, developing time, fixing duration and all rinse times.

52-1.08D Reporting Test Results

• A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each test: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, length of test specimen, physical condition of test sample splice and any associated control bar, any notable defects, total measured slip, ultimate tensile strength of each splice, and for ultimate butt

splices, limits of affected zone, location of visible necking area, ultimate tensile strength and 95 percent of this ultimate tensile strength for each control bar, and a comparison between 95 percent of the ultimate tensile strength of each control bar and the ultimate tensile strength of its associated splice.

- The QCM must review, approve, and forward each Production Test Report to the Engineer for review before the splices represented by the report are encased in concrete. The Engineer will have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase splices pending notification by the Engineer, and in the event the Engineer fails to complete the review and provide notification within the time allowed, and if, in the opinion of the Engineer, the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."
- Quality assurance test results for each bundle of 4 sets or 4 samples of splices will be reported in writing to the Contractor within 3 working days after receipt of the bundle by the Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received. Should the Contractor elect to encase splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase splices pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

SECTION 55: STEEL STRUCTURES

Issue Date: December 31, 2001

Section 55-3.14, "Bolted Connections," of the Standard Specifications is amended by adding the following after the ninth paragraph:

- If a torque multiplier is used in conjunction with a calibrated wrench as a method for tightening fastener assemblies to the required tension, both the multiplier and the wrench shall be calibrated together as a system. The same length input and output sockets and extensions that will be used in the work shall also be included in the calibration of the system. The manufacturer's torque multiplication ratio shall be adjusted during calibration of the system, such that when this adjusted ratio is multiplied by the actual input calibrated wrench reading, the product is a calculated output torque that is within 2 percent of the true output torque. When this system is used in the work to perform any installation tension testing, rotational capacity testing, fastener tightening, or tension verification, it shall be used, intact as calibrated.

The sixth paragraph of Section 55-4.02, "Payment," of the Standard Specifications is amended to read:

- If a portion or all of the structural steel is fabricated more than 480 air line kilometers from both Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in these expenses, it is agreed that payment to the Contractor for furnishing the structural steel from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced $5000 or by an amount computed at $0.044 per kilogram of structural steel fabricated, whichever is greater, or in the case of each fabrication site located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced $8000 or by $0.079 per kilogram of structural steel fabricated, whichever is greater.

SECTION 56: SIGNS

Issue Date: October 12, 2004

Section 56-1.01, "Description," of the Standard Specifications is amended by deleting the third paragraph.

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.

The fifth paragraph of Section 56-2.02B, "Wood Posts," of the Standard Specifications is amended to read:

- Douglas fir and Hem-Fir posts shall be treated in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and in conformance with AWPA Use Category System: UC4A, Commodity Specification A. Posts shall be incised and the minimum retention of preservative shall be as specified in AWPA Standards.

SECTION 57: TIMBER STRUCTURES

Issue Date: October 12, 2004

The second paragraph of Section 57-1.02A, "Structural Timber and Lumber," of the Standard Specifications is amended to read:

- When preservative treatment of timber and lumber is required, the treatment shall conform to the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA's Use Category 4B. The type of treatment to be used will be shown on the plans or specified in the special provisions.

SECTION 58: PRESERATIVE TREATMENT OF LUMBER, TIMBER AND PILING

Issue Date: October 12, 2004

The first paragraph of Section 58-1.02, "Treatment and Retention," of the Standard Specifications is amended to read:

- Unless otherwise permitted by the Engineer or otherwise specified in the special provisions, the timber, lumber and piling shall be pressure treated after all millwork is completed. The preservatives, treatment and results of treatment shall be in conformance with AWPA Standards U1-03, "User Specification for Treated Wood," and T1-03, "Processing and Treatment". Except as provided below, treatment of lumber and timber shall conform to the specified AWPA Use Category. The type of treatment to be used shall be one of those named in the special provisions, on the plans, or elsewhere in these specifications.

The second paragraph of Section 58-1.02, "Treatment and Retention," of the Standard Specifications is deleted.

SECTION 59: PAINTING

Issue Date: December 31, 2001

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraphs after the first paragraph:

- Unless otherwise specified, no painting Contractors or subcontractors will be permitted to commence work without having the following current "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council) certifications in good standing:

A. For cleaning and painting structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors (Field Application to Complex Industrial Structures)" (SSPC-QP 1).
B. For removing paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2).
C. For cleaning and painting structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Applicators" (SSPC-QP 3). 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."

SECTION 75: MISCELLANEOUS METAL

Issue Date: December 31, 2001

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

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

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

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

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

* Maximum stud diameter permitted for mechanical expansion anchors.

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

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

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

Installation Torque Values, (newton meters)

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

SECTION 80: FENCES

Issue Date: October 12, 2004

The second paragraph of Section 80-3.01B(2), "Treated Wood Posts and Braces," of the Standard Specifications is amended to read:

- Posts and braces to be treated shall be pressure treated in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4A, Commodity Specification A or B.

SECTION 83: RAILINGS AND BARRIERS

Issue Date: October 12, 2004

The ninth paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- 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.

The eleventh paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- After fabrication, wood posts and blocks shall be pressure treated in conformance with Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4A, Commodity Specification A.

The twelfth paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- If copper naphthenate, ammoniacal copper arsenate, chromated copper arsenate, ammoniacal copper zinc arsenate, ammoniacal copper quat or copper azole is used to treat the wood posts and blocks, the bolt holes shall be treated as follows:

A. Before the bolts are inserted, bolt holes shall be filled with a grease, recommended by the manufacturer for corrosion protection, which will not melt or run at a temperature of 65°C.

SECTION 85: PAVEMENT MARKERS

Issue Date: May 16, 2003

The second through fifth paragraphs in Section 85-1.03, "Sampling, Tolerances and Packaging," of the Standard Specifications are amended to read:

Sampling

- Twenty markers selected at random will constitute a representative sample for each lot of markers.
- The lot size shall not exceed 25000 markers.

Tolerances

- Three test specimens will be randomly selected from the sample for each test and tested in conformance with these specifications. Should any one of the 3 specimens fail to conform with the requirements in these specifications, 6 additional specimens will be tested. The failure of any one of these 6 specimens shall be cause for rejection of the entire lot or shipment represented by the sample.
- The entire sample of retroreflective pavement markers will be tested for reflectance. The failure of 10 percent or more of the original sampling shall be cause for rejection.

Section 85-1.04, "Non-Reflective Pavement Markers," of the Standard Specifications is amended to read:

85-1.04 Non-Reflective Pavement Markers

- Non-reflective pavement markers (Types A and AY) shall be, at the option of the Contractor, either ceramic or plastic conforming to these specifications.
- The top surface of the marker shall be convex with a gradual change in curvature. The top, bottom and sides shall be free of objectionable marks or discoloration that will affect adhesion or appearance.
- The bottom of markers shall have areas of integrally formed protrusions or indentations, which will increase the effective bonding surface area of adhesive. The bottom surface of the marker shall not deviate more than 1.5 mm from a flat surface. The areas of protrusion shall have faces parallel to the bottom of the marker and shall project approximately one mm from the bottom.

The second through fourth paragraphs of Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," of the Standard Specifications are deleted.

The table in the fifth paragraph in Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," of the Standard Specifications is amended to read:

Testing

- Tests shall be performed in conformance with the requirements in California Test 669.

Test	Test Description	Requirement
a	Bond strength	4.8 MPa, min.
b	Glaze thickness	180 µm, min.
c	Hardness	6 Moh, min.
d	Luminance factor, Type A, white markers only, glazed surface	75, min.
e	Yellowness index, Type A, white markers only, glazed surface	7, max.
f	Color-yellow, Type AY, yellow markers only. The chromaticity coordinates shall be within a color box defined in CTM 669	Pass
g	Compressive strength	6700 N, min.
h	Water absorption	2.0 %, max.
i	Artificial weathering, 500 hours exposure, yellowness index	20, max.

Section 85-1.04B, "Non-Reflective Pavement Markers (Plastic)," of the Standard Specifications is amended to read:

85-1.04B Non-Reflective Pavement Markers (Plastic)

- Plastic non-reflective pavement markers Types A and AY shall be, at the option of the Contractor, either polypropylene or acrylonitrile-butadiene-styrene (ABS) plastic type.
- Plastic markers shall conform to the testing requirements specified in Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," except that Tests a, b, c, and h shall not apply. The plastic markers shall not be coated with substances that interfere with the ability of the adhesive bonding to the marker.

The sixth and seventh paragraphs in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications are amended to read:

Testing

- Tests shall be performed in conformance with the requirements in California Test 669.

Test Description	Requirement		
Bond strength[a]	3.4 MPa, min.		
Compressive strength[b]	8900 N, min.		
Abrasion resistance, marker must meet the respective specific intensity minimum requirements after abrasion.	Pass		
Water Soak Resistance	No delamination of the body or lens system of the marker nor loss of reflectance		
	Specific Intensity		
Reflectance	Clear	Yellow	Red
0° Incidence Angle, min.	3.0	1.5	0.75
20° Incidence Angle, min.	1.2	0.60	0.30
After one year field evaluation	0.30	0.15	0.08

a Failure of the marker body or filler material prior to reaching 3.4 MPa shall constitute a failing bond strength test.

b Deformation of the marker of more than 3 mm at a load of less than 8900 N or delamination of the shell and the filler material of more than 3 mm regardless of the load required to break the marker shall be cause for rejection of the markers as specified in Section 85-1.03, "Sampling, Tolerances and Packaging."

• Pavement markers to be placed in pavement recesses shall conform to the above requirements for retroreflective pavement markers except that the minimum compressive strength requirement shall be 5338 N.

The eighth paragraph of Section 85-1.05, "Retrorelective Pavement Markers" of the Standard Specifications is deleted.

The eighth paragraph in Section 85-1.06, "Replacement," of the Standard Specifications is amended to read:

• Epoxy adhesive shall not be used to apply non-reflective plastic pavement markers.

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: October 12, 2004

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

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

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

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

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

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

• Standards for traffic signals and lighting, and steel pedestals for cabinets and other similar equipment, shall be located as shown on the plans. Bolts, nuts and washers, and anchor bolts for use in signal and lighting support structures shall conform to the provisions in Section 55-2, "Materials." Except when bearing-type connections or slipbases are specified, high-strength bolted connections shall conform to the provisions in Section 55-3.14, "Bolted Connections."

Welding, nondestructive testing (NDT) of welds, and acceptance and repair criteria for NDT of steel members shall conform to the requirements of AWS D1.1 and the contract special provisions.

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

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

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

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

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

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

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

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

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

Welds shall be continuous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

• After fabrication, wood poles shall be pressure treated in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4B, Commodity Specification D.

• Wood poles, when specified in the special provisions to be painted, shall be treated with waterborne wood preservatives.

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

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

SECTION 88: ENGINEERING FABRIC

Issue Date: January 15, 2002

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

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

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

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

SECTION 90: PORTLAND CEMENT CONCRETE

Issue Date: June 19, 2003

Section 90, "Portland Cement Concrete," of the Standard Specifications is amended to read:

SECTION 90: PORTLAND CEMENT CONCRETE

90-1 GENERAL

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.

• The Contractor shall determine the mix proportions for concrete in conformance with these specifications. Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:

1. "Type IP (MS) Modified" cement; or
2. A combination of "Type II Modified" portland cement and mineral admixture; or
3. A combination of Type V portland cement and mineral admixture.

• Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.

• 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/m3)
Concrete 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 designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.

• Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.

• 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 has a cementitious material, portland cement, or mineral admixture content that is less than the minimum required, 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 cementitious material, portland cement, or mineral admixture that is less than the minimum required. The Department may deduct the amount from any 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 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.

90-2 MATERIALS

90-2.01 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.
- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of 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 alkalies, calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O, 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; and
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.

- 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.
- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.
- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.
- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.
- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.
- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- Natural aggregates shall be thoroughly and uniformly washed before use.
- The Contractor, at the Contractor's expense, shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.
- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."
- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f, of the fine aggregate is 60, or greater, when tested for durability in conformance with California Test 229.
- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

• If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests 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 $4.60 per cubic meter for paving concrete and $7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

• If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests 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 $4.60 per cubic meter for paving concrete and $7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

• The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs shall be in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

• No single Cleanness Value, Sand Equivalent or aggregate grading test shall represent more than 250 m^3 of concrete or one day's pour, whichever is smaller.

• When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

90-2.02A Coarse Aggregate

• Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.

• Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

• In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

1. coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested by California Test 227; and
2. prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.02B Fine Aggregate

• Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.

• Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory[a]
Mortar Strengths Relative to Ottawa Sand	515	95%, min.
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

a Fine aggregate developing a color darker than the reference standard color solution may be accepted if it is determined by the Engineer, from mortar strength tests, that a darker color is acceptable.

• In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71 minimum and a Sand Equivalent "Contract Compliance" limit of 68 minimum will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

1. fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
2. prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

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 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO_4, when tested in conformance with California Test 417. 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, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO_4, when tested in conformance with California Test 417. 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.

• In non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO_4, when tested in conformance with California Test 417.

• In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

• Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na_2O + 0.658 K_2O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

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: C 618; silica fume conforming to the requirements in ASTM Designation: C 1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

• Unless otherwise specified in the special provisions, mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

90-3 AGGREGATE GRADINGS

90-3.01 GENERAL

• Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

• The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

• Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
37.5-mm x 19-mm	25-mm	19 - 41
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85
Fine Aggregate	1.18-mm	55 - 75
Fine Aggregate	600-µm	34 - 46
Fine Aggregate	300-µm	16 - 29

• Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

90-3.02 COARSE AGGREGATE GRADING

• The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

	Percentage Passing Primary Aggregate Nominal Sizes							
	37.5-mm x 19-mm		25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
Sieve Sizes	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	—	—	—	—	—	—
37.5-mm	88-100	85-100	100	100	—	—	—	—
25-mm	x ± 18	X ± 25	88-100	86-100	—	—	—	—
19-mm	0-17	0-20	X ± 15	X ± 22	100	100	—	—
12.5-mm	—	—	—	—	82-100	80-100	100	100
9.5-mm	0-7	0-9	X ± 15	X ± 22	X ± 15	X ± 22	X ± 15	X ± 20
4.75-mm	—	—	0-16	0-18	0-15	0-18	0-25	0-28
2.36-mm	—	—	0-6	0-7	0-6	0-7	0-6	0-7

• In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

• Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

• When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.

90-3.03 FINE AGGREGATE GRADING

- 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

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the 1.18-mm sieve and the total percentage passing the 600-µm sieve shall be between 10 and 40, and the difference between the percentage passing the 600-µm and 300-µm sieves shall be between 10 and 40.
- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."
- The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	37.5-mm Max.	25-mm Max.	12.5-mm Max.	9.5-mm Max.
50-mm	100	—	—	—
37.5-mm	90-100	100	—	—
25-mm	50-86	90-100	—	—
19-mm	45-75	55-100	100	—
12.5-mm	—	—	90-100	100
9.5-mm	38-55	45-75	55-86	50 - 100
4.75-mm	30-45	35-60	45-63	45 - 63
2.36-mm	23-38	27-45	35-49	35 - 49
1.18-mm	17-33	20-35	25-37	25 - 37
600-µm	10-22	12-25	15-25	15 - 25
300-µm	4-10	5-15	5-15	5 - 15
150-µm	1-6	1-8	1-8	1 - 8
75-µm	0-3	0-4	0-4	0 - 4

- Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

90-4 ADMIXTURES

90-4.01 GENERAL

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.

- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.
- Calcium chloride shall not be used in concrete except when otherwise specified.
- 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.
- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.
- If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

90-4.02 MATERIALS

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

90-4.03 ADMIXTURE APPROVAL

- No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.
- Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.
- When the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.
- If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE

- When the use of a chemical admixture or calcium chloride is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.
- Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

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 any 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; and
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.

- Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

• When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

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."

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

• Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material.

• 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: C 618.

• The amounts of cement and mineral admixture used in cementitious material 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 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 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 that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, 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. The 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.

90-4.09 BLANK

90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

• Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within ±5 percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

• Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.

• If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix.

• When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning

system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.

- Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.
- Liquid admixtures requiring dosages greater than 2.5 L/m^3 shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."
- Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

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 concrete is completely mixed in stationary paving mixers, the mineral admixture shall be weighed in a separate weigh hopper conforming to the provisions for cement weigh hoppers and charging and discharging mechanisms in Section 90-5.03A, "Proportioning for Pavement," and the mineral admixture and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the mineral admixture is not weighed in a separate weigh hopper, the Contractor shall provide certification that the stationary mixer is capable of mixing the cement, admixture, aggregates and water uniformly prior to discharge. Certification shall contain the following:

A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;"
B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
C. The mixer rotation speed and time of mixing prior to discharge that are required to produce a mix that meets the requirements above.

90-5 PROPORTIONING

90-5.01 STORAGE OF AGGREGATES

- Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and also that the various sizes shall not become intermixed before proportioning.
- Aggregates shall be stored or stockpiled and handled in a manner that shall prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

• In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

90-5.02 PROPORTIONING DEVICES

• Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." 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 ensure 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 any 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; and
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; and
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.

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 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 and mineral admixture may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper 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 all 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 scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- 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.

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 these specifications.
- The Contractor shall install and maintain in operating condition an electronically 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 that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- When interlocks are required for cement and mineral admixture charging mechanisms 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."
- 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 so 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.

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25 m^3 may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."
- Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.
- Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.

• When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

Average Slump	Maximum Permissible Difference
Less than 100-mm	25-mm
100-mm to 150-mm	38-mm
Greater than 150-mm to 225-mm	50-mm

• The Contractor, at the Contractor's expense, shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

90-6.02 MACHINE MIXING

• Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.

• The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°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.

• 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, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

• Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.

• 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 size of batch shall not exceed the manufacturer's guaranteed capacity.

• When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at jobsite batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.

• Concrete shall be mixed and delivered to the jobsite by means of one of the following combinations of operations:

A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in non-agitating hauling equipment (central-mixed concrete).
B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
C. Mixed completely in a truck mixer (transit-mixed concrete).
D. Mixed completely in a paving mixer.

• Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

• Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

• When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed shall be allowed for partial mixing in a central plant.

90-6.03 TRANSPORTING MIXED CONCRETE

• Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the

consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

- Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.
- Bodies of non-agitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.
- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.
- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.
- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.
- 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 occurs 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, the time allowed may be less than 1.5 hours.
- 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 jobsite shall be accompanied by a weighmaster 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 weighmaster 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.
- Weighmaster 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 a 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating load number that is unique to the contract and delivered to the jobsite with the load.
- Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

90-6.04 TIME OR AMOUNT OF MIXING

- Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.
- The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.
- The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches of not more than 0.25 m^3 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.

90-6.06 AMOUNT OF WATER AND PENETRATION

• The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the "Nominal" values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. When Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (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	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

• The amount of free water used in concrete shall not exceed 183 kg/m^3, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m^3.

• The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.

• Where there are adverse or difficult conditions that 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.

• The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

90-7 CURING CONCRETE

90-7.01 METHODS OF CURING

• Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

90-7.01A Water Method

• The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.

• When a curing medium consisting of cotton mats, rugs, carpets, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.

• When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified in the preceding

paragraph, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

90-7.01B Curing Compound Method

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.
- Curing compounds to be used shall be as follows:

1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
4. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

- The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.
- The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m^2 in 24 hours.
- The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.
- When the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.
- Curing compound shall be applied at a nominal rate of 3.7 m^2/L, unless otherwise specified.
- At any point, the application rate shall be within ±1.2 m^2/L of the nominal rate specified, and the average application rate shall be within ±0.5 m^2/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.
- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.
- The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.
- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.
- Agitation shall not introduce air or other foreign substance into the curing compound.
- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.
- Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.
- The curing compound shall be packaged in clean 1040-L totes, 210-L barrels

or 19-L pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 1040-L totes and the 210-L barrels shall have removable lids and airtight fasteners. The 19-L pails shall be round and have standard full open head and bail. Lids with bungholes shall not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's

recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

- Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.
- Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State of California.
- Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State of California.
- When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.
- Curing compound will be sampled by the Engineer at the source of supply or at the jobsite or at both locations.
- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.
- Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

90-7.01C Waterproof Membrane Method

- The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.
- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.
- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.
- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.
- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.
- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

90-7.01D Forms-In-Place Method

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.
- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

90-7.02 CURING PAVEMENT

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.
- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."
- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against

wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 15°C, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

90-7.03 CURING STRUCTURES

- Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."
- The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).
- The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).
- Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.
- When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

90-7.04 CURING PRECAST CONCRETE MEMBERS

- Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:

A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.
B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 60 m of continuous bed length will be required for checking temperature.
F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 15°C until the stress is transferred to the concrete.
G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

• Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles with a class designation ending in C (corrosion resistant) shall be cured as follows:

A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

90-7.06 CURING SLOPE PROTECTION

• Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

• Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," or with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

90-7.07 CURING MISCELLANEOUS CONCRETE WORK

• Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."

• Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

• Shotcrete shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

• Mortar and grout shall be cured by keeping the surface damp for 3 days.

• After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

90-8 PROTECTING CONCRETE

90-8.01 GENERAL

• In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8.

• Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.

• Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.

• Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

90-8.02 PROTECTING CONCRETE STRUCTURES

• Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

90-8.03 PROTECTING CONCRETE PAVEMENT

• Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

• Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.

• When ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work.". Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 3.8 MPa. The modulus of rupture will be determined by California Test 523.

• No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa within 10 days shall not be opened to traffic until directed by the Engineer.

• Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."

• When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 2.4 MPa has been attained, provided that:

A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
C. No part of the track shall be closer than 0.3-m from the edge of pavement.

• In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.

• Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor at the Contractor's expense.

• The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

• Concrete compressive strength requirements consist of a minimum strength that shall 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 the special provisions or are shown on the plans.

• The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of 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 of 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 that 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 is 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 m^3.
- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that 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.
- When concrete is specified by compressive strength, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required 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, shall 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, shall 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 that 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 all 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 all concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm that 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 that, in the judgment of the Engineer, could result in a strength of concrete below that specified.
- The Contractor's attention is directed to the time required to test trial batches and 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.

90-10 MINOR CONCRETE

90-10.01 GENERAL

• Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.

• The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

90-10.02 MATERIALS

• Minor concrete shall conform to the following requirements:

90-10.02A Cementitious Material

• Cementitious material shall conform to the provisions in Section 90-1.01, "Description."

90-10.02B Aggregate

• Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.

• The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.

• The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5 mm or smaller than 19 mm.

• The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

90-10.02C Water

• Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

90-10.02D Admixtures

• The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

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 that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

• 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 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 weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster 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.

90-10.04 CURING MINOR CONCRETE

- Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

90-10.05 PROTECTING MINOR CONCRETE

- Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 4°C for 72 hours after placing.

90-10.06 MEASUREMENT AND PAYMENT

- Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

90-11 MEASUREMENT AND PAYMENT

90-11.01 MEASUREMENT

- Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

90-11.02 PAYMENT

- Portland cement concrete will be paid for in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- Full compensation for furnishing and incorporating admixtures required by these specifications or the special provisions will be considered as included in the contract prices paid for the concrete involved and no additional compensation will be allowed therefor.
- Should the Engineer order the Contractor to incorporate any admixtures in 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, "Extra Work."
- 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 into the concrete at the Contractor’s expense and no additional compensation will be allowed therefor.

END OF AMENDMENTS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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 proposal shall set forth the unit prices, item totals, TOTAL BID (A), the number of working days bid for completion of the work, the product of the working days bid and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)), and the "Total Basis for Comparison of Bids (A+B)," in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder, who shall fill out the blanks in the proposal form as therein required.

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.

The amount of the bidder's security required in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall be based on the "TOTAL BID (A)" set forth on the proposal form.

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

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

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.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to DBE or DVBE submittals, or escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

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 the California Unified Certification Program (CUCP). It is the contractor’s responsibility to confirm that the firm is DBE certified as of the date of bid opening. Listings of DBEs certified by the CUCP 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 web site at http://www.dot.ca.gov/hq/bep.
    3. 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): 11 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:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08 and 11:
See the Department's DBE database at: http://www.dot.ca.gov/hq/bep/	Padilla & Associates - San Diego 2725 Congress Street, Suite 1D San Diego, CA 92110 Telephone: (619) 725-0843 FAX No.: (619) 725-0854

Districts 07, 08, and 12; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Padilla & Associates - Commerce 5675 East Telegraph Rd., Suite A-260 Commerce, CA 90040 Telephone: (323) 728-8847 FAX No.: (323) 728-8867	See the Department's DBE database at: http://www.dot.ca.gov/hq/bep/

2-1.02B SUBMISSION OF DBE INFORMATION

All bidders shall complete the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal and submit it WITH THE BID.

Failure to submit the "CALTRANS BIDDER - DBE INFORMATION" form with the bid will be grounds for finding the bid nonresponsive.

The bidder shall submit written confirmation from each DBE that the DBE is participating in the contract, and include the confirmation with the submittal of the bid or submit it by the time specified for submittal of the GOOD FAITH EFFORT (GFE) DOCUMENTATION form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

Where the bidder has not met the designated DBE goal, it must submit good faith efforts (GFE) documentation to establish that, prior to the bid, it made adequate good faith efforts to meet the goal.

Bidders are cautioned that even though their "CALTRANS BIDDER - DBE INFORMATION" form indicates they will meet the stated DBE goal, they should also submit their GFE documentation within the time specified herein, 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 apparent successful bidder (low bidder), the second low bidder and the third low bidder shall complete and submit the GOOD FAITH EFFORT (GFE) DOCUMENTATION form, if they have not met the goal, 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. GFE documentation 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. Other bidders need not submit GFE documentation unless requested to do so by the Department. When a request is made by the Department, the GFE documentation of the other bidders shall be received by the Department within 4 days of the request, not including Saturdays, Sundays and legal holidays, unless a later time is authorized by the Department.

If it is determined that GFE documentation is needed to determine a bidder's eligibility for award, failure of the bidder to have submitted the GFE documentation by the time specified herein will be grounds for finding the bid or proposal nonresponsive.

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.

The bidder's "CALTRANS BIDDER - DBE INFORMATION" form 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, and the dollar value of each DBE transaction. 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 bidder's good faith effort (GFE) documentation shall establish that good faith efforts to meet the DBE goal have been made.

In order to establish the bidder's good faith efforts to meet the DBE goal, the bidder should include the following information and supporting documents, as necessary:

A. Items of work the bidder has made available to DBE firms. Identify those items of work the bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is the bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
B. The names of certified DBEs and the dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. Bidders are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
C. For each item of work made available, the DBEs that provided quotes, the selected firm and its status as a DBE, the price quote for each firm, and the name, address and telephone number for each firm. If the firm selected for the item is not a DBE, provide the reasons for the selection.
D. The names and dates of each publication in which a request for DBE participation for the project was placed by the bidder. Attach copies of the published advertisements.
E. The names of agencies, including the firms listed in Section 2-1.02A, "DBE Goal for this Project," and the dates on which they were contacted to provide assistance in contacting, recruiting and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
F. Descriptions of the efforts made to provide interested DBEs with adequate information about the plans, specifications and requirements of the contract to assist them in responding to a solicitation. Where the bidder has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
G. Descriptions of any and all efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials (excluding supplies and equipment which the DBE subcontractor purchases or leases from the prime contractor or its affiliate). Where such assistance was provided by the bidder, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
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.

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

Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done and the number of working days bid for completion of the work . The award of the contract, if it be awarded, will be made within 30 days after the opening of the proposals if the apparent lowest bidder has met the goal for DBE participation. The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals if the apparent lowest bidder has not met the goal for DBE participation but has claimed good faith efforts to do so. These periods will be subject to extension for such further periods as may be agreed upon in writing between the Department and the bidders concerned. The award, if made, 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. The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the proposal. The contract price for the awarded contract will be the "Total Bid (A)" set forth in the proposal.

Bids in which the number of working days bid for completion of the work exceed 280 working days will be considered non-responsive and will be rejected.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "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 not begin work until the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. After the approval of the contract, the Contractor shall not begin any work which will alter the existing field conditions before April 15, 2005.

The work shall be diligently prosecuted to completion before the expiration of the **NUMBER OF WORKING DAYS BID** beginning on April 15, 2005.

The Contractor shall pay to the State of California the sum of $ 5,300.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days bid.

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

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 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.

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.013 LINES AND GRADES

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

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

5-1.015 LABORATORY

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

5-1.017 CONTRACT BONDS

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

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

5-1.019 COST REDUCTION INCENTIVE

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

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

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

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

5-1.02 LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

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

5-1.022 EXCLUSION OF RETENTION

In conformance with 49 CFR, Part 26, Subpart B, Section 26.29 (b)(1), the retention of proceeds required by Public Contract Code Section 10261 shall not apply. In conformance with Public Contract Code 7200 (b), in subcontracts between the Contractor and a subcontractor and in subcontracts between a subcontractor and any subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in Public Contract Code 7200 (c) shall not apply. At the option of the Contractor, subcontractors may be required to furnish payment and performance bonds issued by an admitted surety insurer.

The third paragraph of Section 9-1.06, "Partial Payments," of the Standard Specifications, and Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications shall not apply.

5-1.023 UNSATISFACTORY PROGRESS

If the number of working days charged to the contract exceeds 75 percent of the working days in the current time of completion and the percent working days elapsed exceeds the percent work completed by more than 15 percentage points, the Department will withhold 10 percent of the amount due on the current monthly estimate.

The percent working days elapsed will be determined from the number of working days charged to the contract divided by the number of contract working days in the current time of completion, expressed as a percentage. The number of contract working days in the current time of completion shall consist of the original contract working days increased or decreased by time adjustment s approved by the Engineer.

The percent work completed will be determined by the Engineer from the sum of payments made to date plus the amount due on the current monthly estimate, divided by the current total estimated value of the work, expressed as a percentage.

When the percent of working days elapsed minus the percent of work completed is less than or equal to 15 percentage points, the funds withheld shall be returned to the Contractor with the next monthly progress payment.

Funds kept or withheld from payment, due to the failure of the Contractor to comply with the provisions of the contract, will not be subject to the requirements of Public Contract Code 7107 or to the payment of interest pursuant to Public Contract Code Section 10261.5.

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 TESTING

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

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

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

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.07 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 concerning prompt payment to subcontractors.

5-1.103 RECORDS

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

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

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

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

5-1.11 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 is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of 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. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in 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, except no markups will be allowed.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

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.

5-1.114 VALUE ANALYSIS

The Contractor may submit to the Engineer, in writing, a request for a "Value Analysis" workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards.

To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract. If the Contractor's request for a "Value Analysis" workshop is approved by the Engineer, scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer.

The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

http://www.dot.ca.gov/hq/oppd/value/

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062
Telephone 1-847-480-1730, FAX 1-847-480-9282

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in 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, except no markups will be allowed.

All other costs associated with the "Value Analysis" workshop will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.12 DISPUTE REVIEW BOARD

GENERAL

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, unless the Contractor, within 45 days of approval of the contract, either submits a written statement to the Engineer indicating the Contractor's unwillingness to participate in a DRB and outlines the reasons therefor or fails to take action for establishment of the DRB as provided herein. If a DRB is not established within 45 days of approval of the contract, a DRB will not be established for this project. 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 and these special provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. If the DRB is established, the requirements and procedures established in this section shall be a prerequisite to filing a claim, filing for arbitration, or filing 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 as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No DRB dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these special provisions, but have not been resolved, 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 adherence to and completion of the contractual administrative claims procedure, the Contractor may file for arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications and these special provisions.

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 potential claims not actionable against the Department as specified in these special provisions or quantification of disputes for overhead type expenses or costs. Disputes for overhead type expenses or costs shall conform to the requirements of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. 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.

SELECTION PROCESS, DISCLOSURE AND APPOINTMENTS

The DRB shall consist of one member selected by the State and approved by the Contractor, one member selected by the Contractor and approved by the State, 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 the DRB Chairperson.

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

The State and the Contractor shall nominate and approve 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 nominee along with the prospective member's complete written disclosure statement.

Disclosure statements shall include a resume of the prospective member's experience and a declaration statement describing past, present, anticipated, and planned 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, parties' principals, or parties' counsel. DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the contract. Objections to nominees must be based on a specific breech or violation of nominee responsibilities or on nominee qualifications under these provisions unless otherwise specified. The Contractor or the State may, on a one-time basis, object to the other's nominee without specifying a reason and this person will not be selected for the DRB. Another person shall then be nominated within 15 days.

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member 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 15 days of the notification.

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 the 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.

The third prospective DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member 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.

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.

The Contractor or the State may reject any of the three DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

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 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. 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.

COMPENSATION

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of $1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of $700 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, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of $125 per hour. The agreed amount of $125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, 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 the 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 the State's 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. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

REPLACEMENT OF DRB MEMBERS

Service of a DRB member may be terminated at any time with not less than 15 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 appointed members for the removal of the third member.
D. Upon resignation of a member.
E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership

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 15 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.

OPERATION

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 and these special provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
C. Within 15 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 an objection to the Engineer's written response, 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 response 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, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.

E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and arbitration 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 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a 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 shall not consider evidence not furnished in conformance with the terms specified herein.

G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB dispute meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a timely hearing of the dispute.

H. There shall be no participation of either party's attorneys at DRB dispute meetings.

I. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute, including but not limited to consultants, except for expert testimony allowed at the discretion of the DRB and with approval prior to the dispute meeting by both parties.

J. 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 may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, 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, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.

K. 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 or response to a request for reconsideration 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 from both parties, the DRB shall 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 shall 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.

L. 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.

M. 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. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

N. The State or the Contractor shall not call DRB 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.

O. 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.

P. 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 POTENTIAL CLAIMS

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential 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 potential 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 potential claim or potential claims.
B. The Contractor shall include, as part of its submission pursuant to Step D 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 potential claim. The Contractor shall submit a certification that the subcontractor potential claim is acknowledged and forwarded by the Contractor. The form for these certifications is available from the Engineer.
C. At DRB dispute meetings involving one or more subcontractor potential claims, the Contractor shall require that each subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor potential claim to assist in presenting the subcontractor potential claim and to answer questions raised by the DRB members or the Department's representatives.
D. Failure by the Contractor to declare a subcontractor potential claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through potential claims) at the time of submission of the Contractor's potential claims, as provided hereunder, shall constitute a release of the State by the Contractor of such subcontractor potential claim.
E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor potential 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 potential claims; (c) agree that, to the extent a subcontractor potential 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 potential 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 potential claims between the subcontractor(s) or supplier(s) and the Contractor that are not actionable by the Contractor against the Department.

DISPUTE REVIEW BOARD AGREEMENT

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:

Form 6202 Rev (09-01-02)

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 that 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 facts and circumstances involved in the dispute, pertinent contract provisions, applicable laws and regulations. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

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 meetings, 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 4 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 potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

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 dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract.

Normally, dispute meetings shall be conducted at or near the project site. However, any location that 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 dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, applicable laws and regulations, 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 dispute meeting 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 dispute meetings 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 meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute 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 shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. 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. In large or complex cases, additional dispute meetings 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 meetings, 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 dispute meetings 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 Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, 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 15 days. This AGREEMENT shall 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 that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, 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 member shall be compensated at an agreed rate of $1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of $700 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 $125 per hour. The agreed amount of $125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, 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 DRB MEMBERS

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership 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: _____

5-1.13 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 "Time-Related 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 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 "Time-Related 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 overhead costs for work performed on a force account basis, and for which no adjustment is made to the lump sum price bid for time-related overhead conforming to the provisions in "Time-Related 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.

5-1.14 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	$ 80,000.00
B.	Progress Schedule (CPM)	$ 20,000.00
C.	Roadside Clearing	$ 25,000.00
D	Lead Compliance Plan	$ 2,500.00

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. Soil Nail Assemble
B. Bar Reinforcing Steel
C. Culvert Pipe and Appurtenances
D. Underdrain Pipe

5-1.15 PROJECT INFORMATION

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

Information attached to the plans is as follows:

A. Log of Test Borings

Information available for inspection at the District Office is as follows:

A. Soil Disposal Area and South Rock Cut Design Recommendations—Devil's Slide Tunnels Project. Prepared for Caltrans and HNTB Corporation by Earth Mechanics, Inc.
B. Work calculation Sheets- Soil Nail Wall Design= Devil's Slide Tunnels Project.- By Earth Mechanics, Inc.
C. South Rock Cut Soil Nail Retaining wall 100% Submittal Independent Check-Structural Design Calculation and Quantity- By HNTB
D. Textured Shotcrete photos display

The District Office in which the work is situated is located at the Department of Transportation, 111 Grand Avenue, Oakland, CA 94612-3717

Cross sections are not available for this project.

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

5-1.16 AERIALLY DEPOSITED LEAD

Aerially deposited lead is present within the project limits. Aerially deposited lead is lead deposited within unpaved areas or formerly unpaved areas, primarily due to vehicle emissions.

Attention is directed to "Material Containing Aerially Deposited Lead" of these special provisions.

Portions of the Site Investigation Report are included in the "Material Information" handout. The complete report, entitled " Site Investigation Report Route 1 - Devil's Slide Tunnel Project Pacifica - San Mateo County" is available for inspection at the Department of Transportation, Duty Seniors Desk, 111 Grand Avenue, Oakland, CA – 510-286-5209.

Aerially deposited lead is typically found within the top 1.22 m of material in unpaved areas within the highway right of way. Levels of lead found near the project limits range from less than 1 to 448 mg/kg total lead with an average

concentration of 32.53 mg/kg total lead, as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series. The corresponding 90% Upper Confidence Level (UCL) was 42.43 mg/kg.

Excavation, reuse, and disposal of material with aerially deposited lead shall be in conformance with all rules and regulations including, but not limited to, those of the following agencies:

United States Department of Transportation (USDOT)
United States Environmental Protection Agency (USEPA)
California Environmental Protection Agency (Cal-EPA)
California Department of Health Services
Department of Toxic Substances Control (DTSC), Region 2
California Division of Occupational Safety and Health Administration (Cal-OSHA)
Integrated Waste Management Board
Regional Water Quality Control Board (RWQCB), North Region
State Air Resources Control Board
Bay Area Air Quality Management District (BAQMD)

5-1.17 ENVIRONMENTALLY SENSITIVE AREA

Attention is directed to the designated Environmentally Sensitive Areas (ESAs) shown on the plans. The exact location of the boundaries of ESAs will be determined by the Engineer and shall be clearly delineated by the placement of Temporary Fence (Type ESA), Perimeter Barrier (Type WM 1.8), and Perimeter Barrier (Type Frog) as specified in these special provisions.

Attention is directed to "Order of Work" in these specifications.

Attention is directed to Section 7, 7-1.01 "Laws to be Observed" and 7-1.04 "Permits and Licenses," of the Standard Specifications with regards to State and Federal regulations, permits, or agreements which pertain to ESAs.

Vehicle access, storage or transport of materials or equipment, or other project related activities are prohibited within the boundaries of ESAs.

Access will be allowed within the boundaries of the ESAs only for approved staff to perform biological monitoring/inspection work, water sampling, collection of native plant and releasing of trapped wildlife. Approved staff shall consist of either representatives of the Engineer or Contractor's personnel approved in advance in writing by the Engineer.

The Contractor shall notify the Engineer 5 working days prior to the installation of the Temporary Fence (Type ESA) and permeter barriers.

The Contractor shall repair, or perform work to mitigate, damage or impacts to ESAs caused by the Contractor's operations, at the Contractor's expense. If the Engineer determines repairs or mitigation work will be performed by others, or if mitigation fees are assessed the Department, deductions from moneys due or to become due the Contractor will be made for the repair or mitigation costs.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

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

A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the

quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.

C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

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

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT
ASTM Designation: A 82

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

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

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

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

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13, 12.70, or M12	1/2
14 or 14.29	9/16
16, 15.88, or M16	5/8
19, 19.05, or M20	3/4
22, 22.22, or M22	7/8
24, 25, 25.40, or M24	1
29, 28.58, or M27	1-1/8
32, 31.75, or M30	1-1/4
35 or 34.93	1-3/8
38, 38.10, or M36	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

SUBSTITUTION TABLE FOR WIRE

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

SUBSTITUTION TABLE FOR PIPE PILES

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

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

SUBSTITUTION TABLE FOR CIDH CONCRETE PILING

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

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS 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	SIZE TO BE SUBSTITUTED 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

SUBSTITUTION TABLE FOR IRRIGATION COMPONENTS

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

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

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials 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.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials 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 With Abrasion Resistant Surface (ARS)

A. Apex, Model 921AR (100 mm x 100 mm)
B. Avery Dennison, Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)

C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
D. 3M Series 290 (89 mm x 100 mm)
E. 3M Series 290 PSA, with pressure sensitive adhesive pad (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

A. Avery Dennison, Model 948 (58 mm x 119 mm)
B. Avery Dennison, Model 944SB (51 mm x 100 mm)*
C. Ray-O-Lite, Model 2002 (58 mm x 117 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, 100 mm Round

A. Apex Universal (Ceramic)
B. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
C. Glowlite, Inc., (Ceramic)
D. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
E. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
F. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
G. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
H. Road Creations, Model RCB4NR (Acrylic)
I. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

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

A. 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. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
C. Hi-Way Safety, Inc., Model 1280/1281
D. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

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

A. Advanced Traffic Marking, Series 200
B. Brite-Line, Series 100
C. Garlock Rubber Technologies, Series 2000
D. P.B. Laminations, Aztec, Grade 102
E. Swarco Industries, "Director-2"
F. Trelleborg Industri, R140 Series
G. 3M, Series 620 "CR", and Series A750
H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)

J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
K. Trelleborg Industri, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

A. Avery Dennison, "Hotape"
B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"

Ceramic Surfacing Laminate, 150 mm x 150 mm

A. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
B. Carsonite, Curve-Flex CFRM-400
C. Carsonite, Roadmarker CRM-375
D. FlexStake, Model 654 TM
E. GreenLine Models HWD1-66 and CGD1-66

Special Use Type, 1700 mm

A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
B. Carsonite, "Survivor" (with 450 mm U-Channel base)
C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
D. FlexStake, Model 604
E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
F. Impact Recovery Model D36, with #105 Driveable Base
G. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
H. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Type, 1200 mm

A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
B. Carsonite, "Super Duck II"
C. FlexStake, Surface Mount, Models 704 and 754 TM
D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
E. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 900 mm

A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
B. Bunzl Extrusion, Flexi-Guide Models FG300PE and FG300UR
C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
E. FlexStake, Surface Mount, Models 703 and 753 TM
F. GreenLine, Model SMD-36
G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
I. Repo, Models 300 and 400
J. Safe-Hit, Guide Post, Model SH236SMA
K. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

A. Bunzl "Flexi-Guide (FG) 300 Curb System"
B. Qwick Kurb, "Klemmfix Guide System"
C. Recycled Technology, Inc. "Safe-Lane System"

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. Radiator Specialty Company "Enforcer"
D. Roadmaker Company "Stacker"
E. TrafFix Devices "Grabber"
F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS

Type "K", 450 mm

A. Bunzl, Model FG318PE
B. Carsonite, Model SMD 615
C. FlexStake, Model 701 KM
D. Repo, Models 300 and 400
E. Safe-Hit, Model SH718SMA

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

A. Bent Manufacturing "Masterflex" Model MF-360-24
B. Bunzl Extrusion, Model FG324PE
C. Carsonite, Super Duck II
D. FlexStake, Model 701KM
E. Repo, Models 300 and 400
F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
G. The Line Connection, Model DP21-4Q
H. Three D Traffic Works "Q" Marker, ID No. 531702W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

A. ARTUK, "FB"
B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
D. Hi-Way Safety, Inc., Model GMKRM100
E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
F. Sun-Lab Technology, "Safety Guide Light Model TM-5"
G. Three D Traffic Works "Roadguide" 9304 Series, ID No. 903176 (One-Way), ID No. 903215 (Two-Way)

Non-Impactable Type

A. ARTUK, JD Series
B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
C. Vega Molded Products, Models GBM and JD

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
B. Creative Building Products, "Dura-Bull, Model 11201"
C. Duraflex Corp., "Railrider"

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic)

A. Bunzl Extrusion, Model PCBM T-16
B. Safe-Hit, Model SH216RBM
C. Sun-Lab Technology, "Safety Guide Light, Model TM16," (75 mm x 300 mm)
D. Three D Traffic Works "Roadguide" ID No. 904364 (White), ID No. 904390 (Yellow)

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

A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

A. Bunzl Extrusion, PCBM S-36
B. Sun-Lab Technology, "Safety Guide Light, Model SM12," (75 mm x 300 mm)

GUARD RAILING DELINEATOR

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

A. Bunzl Extrusion, FG 427 and FG 527
B. Carsonite, Model 427
C. FlexStake, Model 102 GR
D. GreenLine GRD 27
E. Safe-Hit, Model SH227GRD
F. Three D Traffic Works "Guardflex" TD9100 Series, ID No. 510476

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

A. Avery Dennison T-6500 Series (For rigid substrate devices only)
B. Avery Dennison WR-6100 Series
C. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
D. Reflexite, PC-1000 Metalized Polycarbonate
E. Reflexite, AC-1000 Acrylic
F. Reflexite, AP-1000 Metalized Polyester
G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
H. 3M, High Intensity

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

A. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
C. 3M Series 3840

Barrels and Drums

A. Avery Dennison WR-6100
B. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
D. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

A. American Decal, Adcolite
B. Avery Dennison, T-1500 and T-1600 series
C. 3M Engineer Grade, Series 3170

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

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

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

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

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

A. Avery Dennison, T-5500 and T-5500A Series
B. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
C. 3M Series 3870

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

A. Avery Dennison, T-6500 Series
B. Nippon Carbide Industries, Crystal Grade, 94000 Series
C. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
D. Nippon Carbide Industries, Model No. 94844 Fluorescent Yellow Green

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

A. Avery Dennison, WU-6014
B. Novabrite LLC, "Econobrite"
C. Reflexite "Vinyl"
D. Reflexite "SuperBright"
E. Reflexite "Marathon"
F. 3M Series RS34 Orange and RS20 Fluorescent Orange

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

A. 3M LDP Series 3924 Fluorescent Orange
B. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

A. Avery Dennison, T-7500 Series
B. Avery Dennison, T-7511 Fluorescent Yellow
C. Avery Dennison, T-7513 Fluorescent Yellow Green
D. Avery Dennison, W-7514 Fluorescent Orange
E. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92802 White
F. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92844 Fluorescent Yellow/Green
G. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

A. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
B. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
C. 3M VIP Series 3990 Diamond Grade

SPECIALTY SIGNS

A. Hallmark Technologies, Inc., All Sign STOP Sign (All Plastic), 750 mm
B. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

A. Fiber-Brite
B. Sequentia, "Polyplate"
C. Inteplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)

Aluminum Composite

A. Alcan Composites "Dibond Material, 2 mm" (for temporary construction signs only)
B. Mitsubishi Chemical America, Alpolic 350 (for temporary construction signs only)

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.

Disks for survey monuments will be furnished to the Contractor.

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 and Rock Slope Protection 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.

References to Section 90-2.01, "Portland Cement," of the Standard Specifications shall mean Section 90-2.01, "Cement," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-2, "Roadside Signs," of the Standard Specifications.

The requirements of Section 90-4.08, "Required Use of Mineral Admixture," of the Standard Specifications shall not apply to Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material 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," of the Standard Specifications 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 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 is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then 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 the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then 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.
4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, 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.
5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.

C. The 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," of the Standard Specifications 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 8-3. WELDING

8-3.01 WELDING

GENERAL

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

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	2002
D1.4	1998
D1.5	2002
D1.6	1999

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 AASHTO/AWS.

Section 6.1.1.1 of AWS D1.5 is replaced with the following:

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

Sections 6.1.3 through 6.1.4.3 of AWS D1.1, Section 7.1.2 of AWS D1.4, and Sections 6.1.1.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related 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.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, " Standard for AWS Certification 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 for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the Assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1.

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

Section 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements 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 guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

A. Certified NDT Level II technicians, or;
B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Section 6.5.4 of AWS D1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 6.26. The size and contour of all 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.

Section 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 6.6.5 of AWS D1.4 and Section 6.6.5 of AWS D1.5 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 or other specified 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, "Extra Work," of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

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

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

Continuous inspection shall be provided when any welding is being performed. Continuous inspection, as a minimum, shall include having a QC Inspector within such close proximity of all welders or welding operators so that inspections by the QC Inspector of each welding operation at each welding location shall not lapse for a period exceeding 30 minutes.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

When joint weld details that are not prequalified to the details of Section 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, will be approved by the Engineer. The Engineer shall have 2 weeks to complete the review of the proposed joint detail locations. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 180 mm and minimum finish welded width 460 mm. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

In addition to the requirements specified in the applicable code, 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. If production welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, 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 or welding operator's work remains satisfactory.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department. An approved independent third party will witness the qualification tests for welders or welding operators. The independent third party shall be a current CWI and shall not be employed by the contractor performing the welding. The Engineer shall have 2 weeks to review the qualifications and copy of the current certification of the independent third party. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall notify the Engineer one week prior to performing any qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables.

In addition to the requirements of AWS D1.5 Section 5.12 or 5.13, welding procedures qualification, for work welded in conformance with that code, shall conform to the following requirements:

A. Unless considered prequalified, fillet welds, including reinforcing fillet welds, shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR.)
B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, two WPS qualification tests are required. The tests conforming to AWS D1.5 Section 5.13 shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.3 shall be conducted using the same welding electrical parameters that were established for the test conducted conforming to Figure 5.1.
C. The travel speed, current, and voltage values that are used for tests conducted per AWS D1.5 Section 5.12 or 5.13 shall be consistent for each weld joint, and shall in no case vary by more than 10 percent for travel speed, 10 percent for current, and 7 percent for voltage.
D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
E. To qualify for unlimited material thickness, two qualification tests are required for WPSs utilized for welding material thicknesses greater than 38 mm. One test shall be conducted using 20-mm thick test plates, and one test shall be conducted using test plates with a thickness between 38 mm and 50 mm. Two maximum heat input tests may be conducted for unlimited thickness qualification.
F. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
G. When a weld joint is to be made using a combination of qualified WPSs, each process shall be qualified separately.
H. When a weld joint is to be made using a combination of qualified and prequalified processes, the WPS shall reflect both processes and the limitations of essential variables, including weld bead placement, for both processes.
I. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 75 mm in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

WELDING QUALITY CONTROL

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

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 subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, reviewing, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall be a registered professional engineer or shall be currently certified as a CWI or a CAWI.

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.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing welding or inspection for this project, shall be held to discuss the requirements for the WQCP.

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, 2 copies of a separate WQCP for each subcontractor or supplier for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 2 weeks 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. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS; additional welders; changes in NDT firms, QC, or NDT personnel or procedures; or updated systems for tracking and identifying welds. The Engineer shall have 1 week to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Information regarding the contents, format, and organization of a WQCP, is available at the Transportation Laboratory or the following website:

http://www.dot.ca.gov/hq/esc/Translab/smbresources.htm

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents. A copy of the Engineer approved document shall be available at each location where welding is to be performed.

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. The log 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 QC 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 10 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 and corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable.
D. Daily production log.

The following information shall be clearly written on the outside of radiographic envelopes: 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.

Reports regarding NDT 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. Unless otherwise specified, the Engineer shall be allowed 10 days to review the report and respond in writing after a complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover 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. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

Except for noncritical weld repairs, the Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered, and also of the proposed repair procedures to correct them. The Contractor shall allow the Engineer one week to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The 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, the Standard Specifications, and these special provisions.

SECTION 9. DESCRIPTION OF RETAINING WALL

Retaining Wall consists of soil nail wall. Soil nail wall is composed of two walls separated by a 25m concrete barrier. Total length of walls is 281m (RW No. 2 is 190m long, RW No. 1 is 91m long).

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

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 "Environmentally Sensitive Area" of these special provisions. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field.

Attention is directed to "Clearing and Grubbing" and "Roadside Clearing" of these special provisions for removal of vegetation and exotic species.

Attention is directed to "Cooperation" and "Earthwork" of these special provisions for delivery and placement of excavated material from another project within the vicinity of this project.

Attention is directed to "Plastic Pipe Underdrain" of these special provisions.

Retaining Wall No. 1 shall be constructed prior to Retaining Wall No. 2.

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

Attention is directed to "Maintaining Traffic" of these special provisions and to the traffic handling sheets of the plans.

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

At the end of each working day if a difference in excess of 46 mm exists between the elevation of the existing pavement and the elevation of excavations within 1.5 m of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may 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 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Full compensation for placing the material on a 1:4 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.

Within 15 days after the contract has been approved, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Quality Control Seed Testing" of these special provisions regarding testing of seed for erosion control and furnishing test results to the Engineer.

Attention is directed to "Fiber Rolls" of these special provisions regarding the installation of fiber rolls prior to the start of Erosion Control (Type D) work.

Attention is directed to "Erosion Control (Netting)" of these special provisions regarding the installation of erosion control (netting) prior to the application of Erosion Control (Type D) materials.

Attention is directed to "Roadside Clearing" of these special provisions regarding the removal of exotic species prior to "Clearing and Grubbing".

Attention is directed to "Erosion Control (Type B)" of these special provisions regarding the installation of two applications of compost prior to the installation of Erosion Control (Type B) materials.

Attention is directed to Erosion Control (Type B)" of these special provisions regarding the installation of erosion control (netting), wire mesh, anchors and restraints prior to the application of Erosion Control (Type D) materials.

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.

This project lies within the boundaries of the Region 2 Regional Water Quality Control Board (RWQCB).

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

http://www.swrcb.ca.gov/stormwtr/caltrans.html.

The Department's Permit references and incorporates by reference the current Statewide General Permit issued by the SWRCB entitled "Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Associated with Construction Activity," which regulates discharges of storm water and non-storm water from construction activities disturbing 0.4-hectare or more of soil in a common plan of development. Sampling and analysis requirements as specified in SWRCB Resolution No. 2001-46 are added to the Statewide General Permit. Copies of the Statewide General Permit and modifications thereto are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained from the SWRCB Internet website at:

http://www.swrcb.ca.gov/stormwtr/construction.html.

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

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

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

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm.

A Conceptual Storm Water Pollution Prevention Plan (CSWPPP) has been prepared for this project by the Department and is available for review at the Duty Senior Desk, 12th floor, 111 Grand Avenue, Oakland, California. This document may be used by the Contractor for developing the contract SWPPP.

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

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

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

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

RETENTION OF FUNDS

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

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

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
C. If the Department has retained funds, and it is subsequently determined that the State is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

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

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

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

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

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

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

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

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

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

The following contract items of work shall be incorporated into the SWPPP as temporary water pollution control practices: Temporary Concrete Washout Facility, Temporary Construction Entrance, Stabilized Construction Roadway, Temporary Silt Fence, Perimeter Barrier (Type WM 1.8), Temporary Hydraulic Mulch (Bonded Fiber Matrix), Temporary Check Dam, Temporary Drainage Inlet Protection, Construction Site Dewatering and Non Storm Water Discharge Control, and Temporary Cover. The Contractor's attention is directed to the special provisions provided for temporary water pollution control practices.

The following contract items of work, as shown on the project plans or as specified elsewhere in these special provisions, shall be identified in the SWPPP as permanent water pollution control practices: Fiber Rolls, Erosion Control (Type B), and Erosion Control (Netting). These permanent water pollution control practices shall be constructed, and utilized during the construction period. The Contractor shall maintain and protect the permanent water pollution control practices throughout the duration of the project and shall restore these controls to the lines, grades and condition shown on the plans prior to acceptance of the contract.

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

1. Notice Of Construction
2. 401 Certification From The California Regional Water Quality Control Board
3. United States Army Corps Of Engineers (404)
4. Fish & Game Permits
5. San Mateo County Development Permit

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

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

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

Within 15 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 10 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

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

COST BREAK-DOWN

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

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

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

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

WATER POLLUTION CONTROL COST BREAK-DOWN

Contract No. 04-1123C4

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-11	Slope Drains	EA	3		
SC-2	Sediment/Desilting Basin	EA	2		
SC-3	Sediment Trap	EA	5		
SC-6	Gravel Bag Berm	M	120		
SC-7	Street Sweeping and Vacuuming	LS			
SC-9	Straw Bale Barrier	M	45		
WE-1	Wind Erosion Control	LS			
NS-1	Water Conservation Practices	LS			
NS-2	Dewatering Operations	LS			
NS-8	Vehicle and Equipment Cleaning	LS			
NS-9	Vehicle and Equipment Fueling	LS			
NS-10	Vehicle and Equipment Maintenance	LS			
NS-12	Concrete Curing (shotcrete)	LS			
NS-14	Concrete Finishing (shotcrete)	LS			
WM-1	Material Delivery and Storage	LS			
WM-2	Material Use	LS			
WM-3	Stockpile Management	LS			
WM-4	Spill Prevention and Control	LS			
WM-5	Solid Waste Management	LS			
WM-6	Hazardous Waste Management	LS			
WM-8	Concrete Waste Management	LS			
WM-9	Sanitary/Septic Waste Management	LS			
WM-10	Liquid Waste Management	LS			

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT

TOTAL _____

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

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

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

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

SWPPP IMPLEMENTATION

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

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

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

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

Year-Round Implementation Requirements

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

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

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

In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units. The Contractor's attention is directed to "Erosion Control (Type B)", "Erosion Control (Type D)", "Erosion Control (Netting)" and "Move-In/Move-Out (Erosion Control)" of these special provisions.

The Contractor shall implement, maintain and inspect the following temporary sediment control practices on a year-round basis. The listed practices shall remain in place until their use is no longer needed, as determined by the Engineer.

YEAR-ROUND SEDIMENT CONTROL PRACTICES	LOCATION USED
Silt fence	Perimeter of earthwork operations
Temporary sediment traps	Runoff collection points
Temporary Construction entrance	At the entrance to work and staging areas

The Contractor shall implement, maintain and inspect the following Waste Management and Materials Pollution Control and Non-Storm Water best management practices. The listed practices shall include protective covers on a year-round basis and shall remain in place until their use is no longer needed, as determined by the Engineer.

YEAR-ROUND Waste Management and Materials Pollution Control and Non-Storm Water practices	REQUIREMENT
Vehicle and Equipment Cleaning areas	Overhead cover and side wind protection
Vehicle and Equipment Fueling areas	Overhead cover and side wind protection
Vehicle and Equipment Maintenance areas	Overhead cover and side wind protection
Material Delivery and Storage areas	Overhead cover and side wind protection

Rainy Season Implementation Requirements

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

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

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 0.6 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

Non-Rainy Season Implementation Requirements

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

MAINTENANCE

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

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

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

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

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

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

Report of First-Time Non-Storm Water Discharge

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

Annual Certifications

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

SAMPLING AND ANALYTICAL REQUIREMENTS

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

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

Non-Visible Pollutants

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

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

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

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

A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.
B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.

C. Construction activities, such as application of fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound have occurred during a rain event or within 24 hours preceding a rain event, and there is the potential for discharge of pollutants to surface waters or drainage system.
D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and there is the potential for discharge of pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentration levels of non-visible pollutants in the soil amendment).
E. Storm water runoff from an area contaminated by historical usage of the site is observed to combine with storm water, and there is the potential for discharge of pollutants to surface waters or drainage system.

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

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

Analytical Results and Evaluation

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

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

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

PAYMENT

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

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

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

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

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

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

Soil Stabilization

Temporary water pollution control practices except:
SS-1 Scheduling
SS-2 Preservation of Existing Vegetation

Sediment Control

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

Wind Erosion Control

No sharing of maintenance costs will be allowed.

Tracking Control

TC-1 Stabilized Construction Entrance/Exit.

Non-Storm Water Management

No sharing of maintenance costs will be allowed.

Waste Management & Materials Pollution Control

No sharing of maintenance costs will be allowed.

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

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

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

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

10-1.03 BIOLOGICAL MONITOR

Biological Monitor(s) will be required on this project to monitor for the presence of the California Red Legged Frog (CRLF) and woodrat nests.

The Contractor shall furnish the Biological Monitor. Each Biological Monitor shall be permitted by the U.S. Fish and Wildlife Service to handle listed species, specifically including the California red-legged frog. In addition, each Biological Monitor shall be qualified to identify the presence of woodrat nests. The Contractor shall provide the Resident Engineer with the names of the Biological Monitors, including all certifications and documentation to substantiate their qualifications to perform biological monitoring as specified in these Special Provisions, five working days prior to the start of monitoring work.

The Contractor's and Biological Monitor(s) attention is directed to the Perimeter Barrier (Type WM 1.8), Perimeter Barrier (Type Frog), Environmentally Sensitive Areas (ESA), the known South Portal CRLF habitat, and the potentially suitable CRLF habitat at the Fill Disposal Site as shown on the plans.

Biological monitoring will be required during the installation of perimeter barriers and ESA fences and, any construction activities thereafter, including the removal of the ESA fences when construction activities are completed.

During fence installation and removal, and barrier installation, the Monitor shall visually survey the entire area, inspecting under rocks, wood or other debris, and shaking vegetation to flush wildlife in those areas where the fences shall be installed or removed immediately prior to any installation or removal activity.

During construction, the Biological Monitor shall conduct monitoring one hour prior to the initiation of work each day in active construction work areas, and provide intermittent monitoring, consisting of two additional site visits during the course of the work shift to ensure permit compliance. The first priority will be given to the South Portal CRLF habitat area and the second priority will be given to the Fill Disposal Site potentially suitable habitat areas (see Project Plans). Prior to the start of the work shift, the Monitor shall monitor the active construction work areas to ensure the work areas are clear from listed species and wood rat nests. The Monitor is allowed to stop work, for a brief period, if deemed necessary, in order to gain project access or for safety reasons. The monitoring shall consist of a survey of the project site including at a minimum the following activities: visual surveys of the entire area; inspecting under rocks, wood, or other debris; inspecting under and in any construction equipment and stored materials; and "shaking" of any vegetation to flush wildlife. Equipment such as, but not limited to, a spotlight and a wooden stick may be used during the monitoring process.

The Biological Monitor shall inspect the perimeter barriers, and ESA fences for integrity prior to the start of the work shift. If any fence/barrier is found not to be in good condition, the Biological Monitor shall immediately inform the Engineer and Contractor and corrective action shall be taken immediately by the Contractor.

The Biological Monitor shall maintain records of monitoring efforts that include the beginning and ending time of monitoring work and a statement clearly stating whether specified species were present or absent, the time when such species were found, condition of the fences, and describing any actions taken. The Biological Monitor shall maintain complete records in their possession while conducting monitoring activities and shall immediately surrender records to the Engineer upon request. All monitoring records shall be provided to the Resident Engineer upon completion of the monitoring work.

If the Biological Monitor or Contractor staff encounters a California red-legged frog or woodrat nest, then construction activities at the specific location, in the immediate area around where the California red-legged frog or woodrat nest is found, shall be immediately halted. The Engineer shall be immediately notified. As approved by the U.S. Fish and Wildlife Service, the Biological Monitor shall move the individual California red-legged frog(s) out of all construction zones and relocate the frog(s) into the upper South Portal drainage above the existing trail crossing. As approved by the California Department of Fish and Game, the Biological Monitor shall dismantle woodrat nest(s) in accordance with California Department of Fish and Game guidelines. The Contractor shall not resume work without the written approval of the Engineer.

The Biological Monitor shall perform a pre-construction employee education program prior to the start of construction. All Contractor personnel working on the project shall attend the program. The employee education program shall include descriptions of the California red-legged frog and woodrat nest, photographs of the frog species and the woodrat nest, information regarding the duties of the Biological Monitor, contact information for the Biological Monitor, and shall direct the Contractor employees to immediately notify the Biological Monitor should a Contractor employee encounter a California red-legged frog (or species with a similarity of appearance) or a woodrat nest during the progress of the work. California red-legged frog photo identification cards and information sheets will be passed out to all workers.

The informational sheet shall be 8 ½" X 11" and shall contain descriptive species identification and habitat information, including color photographs of the California red-legged frog, the common bullfrog, and the common treefrog. The ID card shall be pocket-size and shall consist of a color photo of the California red-legged frog on one side and California red-legged frog identification information on the other side.

The contract lump sum price paid for Biological Monitor shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Biological Monitoring, including but not limited to training, record keeping, site visits, perimeter barrier inspection, and related monitoring activities. Any delays or stoppage of work to the Contractor's operations resulting from compliance with monitoring activities shall be considered as included in the lump sum price paid for Biological Monitor and no additional compensation will be allowed therefor.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving work related to the Biological Monitor's work, the Contractor will be compensated for such delays to the extend provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

10-1.04 DEWATERING AND NON-STORM WATER DISCHARGE CONTROL

Construction site dewatering and non-storm water discharge control shall conform to the requirements in Section 7-1.01G, "Water Pollution" of the Standard Specifications, "Water Pollution Control" of these special provisions, Waste Discharge Requirements issued by the Region 2 Regional Water Quality Control Board and these special provisions

Conformance with the requirements of this section shall in no way relieve the Contractor from the Contractor's responsibilities, as provided in Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

Within 15 working days after the approval of the contract, the Contractor shall submit a draft copy of the dewatering plan to the Engineer for review. The Engineer will have 10 working days to review and submit comments to Contractor. If revisions are required, as noted by the Engineer, the Contractor shall revise and resubmit the dewatering within 10 working days of receipt of the Engineer'scomments. The Contractor will have 10 working days to review the revisions. Upon the Engineer's approval of the dewatering plan, an approved copy of the dewatering plan, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally accept the dewatering plan while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

CONSTRUCTION SITE DEWATERING

All dewatering discharges to surface waters, wetlands, or drainage systems shall comply with the Water Quality Limitations contained below for turbidity and pH. The discharge of unauthorized Non-storm water discharges, floating oil, construction materials or other pollutants are prohibited. The discharge shall not cause erosion at the point of discharge nor result in negative impacts to aquatic vegetation or aquatic life forms. The Contractor shall conduct visual monitoring and water quality sampling in conformance with regulatory permits, and these special provisions.

The Contractor shall prevent the flow of water, including ground water and surface runoff from entering any temporary stockpiles on land.

The Contractor shall depict and describe within an amendment to the Storm Water Pollution Prevention Plan (SWPPP), as specified in "Water Pollution Control" of these special provisions, the methods and measures that will be used to de-water the temporary stockpiles, to seal the sides and bottom of the temporary stockpiles, and to prevent the flow of water into the stockpiles. The time to be provided for the Engineer's review and approval of the amendment shall be 10 working days prior to beginning temporary stockpile operations. Operations producing water will not be permitted until the plan has been approved by the Engineer

Water Quality Limitations

The effluent's turbidity shall not be greater than 50 Nephelometric Turbidity Units (NTU) and the pH shall not be less than 6.5 nor greater than 8.5 units.

Within the receiving water, the discharge shall not cause:

A. The downstream turbidity to increase to more than 50 NTU when the natural background turbidity is less than 50 NTU, or
B. A increase more than 10 percent above the ambient turbidity levels when the background turbidity levels are 50 NTUs or greater, and
C. The ambient pH to be altered more than 0.5 pH units.
D. Dissolved Oxygen: 5.0 mg/L, minimum
E. Dissolved Sulfide: 0.1 mg/L, maximum
F. Un-ionized Ammonia: 0.025 mg/L as N, annual median and 0.16 mg/L as N, maximum

Dewatering Plan

The Contractor shall develop, submit and amend a Dewatering Plan as part of the Storm Water Pollution Prevention Plan (SWPPP) submittal process, as specified in "Water Pollution Control" of these special provisions. The Dewatering Plan shall graphically depict the dewatering process in plan and sectional views detailing the treatment system and removal techniques for suspended solids and turbidity. The Dewatering Plan shall define the flow path and placement of pipes, hoses, pumps, and other equipment used to convey the discharge. In addition, the contractor shall provide a site plan that depicts the general position of the treatment system relative to the facilities or locations that require dewatering, including the point of discharge, and proposed sampling locations.

The Contractor's Dewatering Plan shall provide narrative descriptions of the construction operations that require dewatering and the apparatus used for treatment to comply with the Water Quality Limitations specified in these special provisions. The narratives shall also include, but not be limited to, a schedule for dewatering operations, an estimate of the discharge volume, flow rate, frequency of discharge; efficiency of the treatment system, a description of the discharge location; the expected timing and scheduling of the proposed discharges, all other information appropriate to mitigate for de-watering impacts and the procedures and protocols for visual monitoring and water quality sampling. In addition, the contractor shall provide copies of visual monitoring and water quality sampling forms.

Visual Monitoring

The Contractor shall conduct and document a daily inspection of the dewatering equipment and of the receiving water body, when discharges occur. Visual monitoring and inspection shall identify the need for periodic maintenance, ensure that all components operating efficiently, and document conditions within the receiving waters. Any component found to negatively affect the efficiency of the treatment system shall be immediately maintained, repaired or replaced.

The Contractor shall photograph each discharge point prior to initiating the first time discharge and submit color copies as directed by the Engineer. During actual discharge events visual inspections shall include observations of the color and clarity of the effluent discharge and the receiving waters, the presence or absence of suspended material, presence or absence of water fowl or aquatic wildlife, wind direction and velocity, tidal condition, atmospheric condition, time, and date. In addition, the Contractor shall supplement the observations with photographs.

When visual observations indicate that the effluent discharge is more turbid than ambient background levels, the Contractor shall immediately cease the discharge, notify the Engineer and take corrective actions to repair, modify, maintain or replace the equipment. Discharge activities shall not resume until inspection and approval by the Engineer.

Water Quality Sampling

Sampling of the influent, effluent, upstream ambient and downstream receiving waters is required. If at any time the sampling indicates an exceedence of the water quality limitations, the Contractor shall confirm the exceedance by taking an additional measurement no more than 15 minutes after the initial measurement. If the second sample confirms the exceedance the discharge activity shall immediately cease, and corrective actions shall be taken to repair, modify, maintain or replace the equipment. The Contractor shall prepare and submit a Notice of Discharge within 48 hours, as described in the Storm Water Pollution Prevention Preparation Manual, Attachment K. The discharge activities shall not resume until inspection and approval by the Engineer.

Additional effluent, background, and receiving water measurements shall occur whenever there is a noticeable visual effect on the color or clarity receiving waters. Contractor shall conduct water quality sampling as provided below:

A. The initial ambient upstream and ambient downstream measurements shall be taken a maximum of one hour prior to initiating the discharge.
B. Influent, effluent, upstream, and downstream measurements shall begin between 10 to 30 minutes after the discharge has entered the receiving waters.
C. For discharges of less than 4 hours in duration, influent, effluent, upstream and downstream measurements shall occur every hour.
D. For discharges lasting 4 hours or greater in duration sampling shall conform to the following:

    1. Same as Items A & B above.
    2. During the first day's operation sampling of the influent, effluent, upstream and downstream locations shall occur every hour for the first 4 hours. After which, sampling shall occur on a 2-hour frequency for the remainder of the first day's discharge.
    3. During the second and third day of operation sampling shall occur at a 2-hour frequency.
    4. After the third day of operation, sampling shall occur every 4-hours thereafter during each day of operation.

All field-recorded data shall be obtained using a meter approved by the Engineer and recorded in the presence of the Engineer. The Contractor shall submit a copy of the manufacturer specifications for all measuring instruments used, including the operating instructions, calibration instructions, and calibration log, as part of the Dewatering Plan submittal. All calibrations shall be done in conformance with the manufacturer's instructions in the presence of the Engineer and be recorded in a calibration log. Copies of the field-recorded data shall be transmitted electronically to the Engineer at the end of each working day with the exception that the Engineer shall be immediately notified of all Water Quality exceedances.

Effluent Treatment System

An effluent treatment system shall be provided to treat all dewatering discharges including groundwater and impounded storm water in accordance with the Water Quality Limits and these special provisions. The Contractor shall design and implement an appropriate effluent treatment system for the site conditions and anticipated flow rate to achieve and maintain compliance with the specified limitations. Treatment systems shall be appropriately sized to remove turbidity and suspended solids and prevent the delay of work.

Materials

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

Treatment system components shall include, but not be limited to, weir tanks, settling tanks, gravity bag filters, sand media filters, pressurized bag filters, cartridge filters, in-line focculants or a combination of these systems to provide adequate treatment and polishing. Storage tanks alone may not provide sufficient sediment removal properties to meet the water quality limitations for turbidity and the Contractor shall consider all treatment options necessary to comply with the water quality limitations.

Holding tanks when used shall be transportable, with a minimum number and holding capacity sufficient to prevent delay of work and when used shall be connected longitudinally in series. Holding tanks shall have inlet and outlet capable of receiving and discharging flows at a sufficient rate to dewater excavations or impound areas.

Sediment removed during maintenance of the treatment system shall be removed in accordance with the manufacturers recommendations and appropriately handled in accordance with Liquids Residues and Debris of these special provisions. Sediment removed during maintenance of the treatment system that are from areas known to or suspected to contain contaminants shall be characterized by laboratory analysis before disposal. Disposal of uncontaminated sediments shall conform to the provisions in "Earthwork," of these special provisions. Disposal of contaminated sediments, as determined by analysis, and excluding sediments contaminated by the Contractor's operations will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

NON-STORM WATER DISCHARGE CONTROL

Non-storm water discharges shall be considered any release of any liquid, residue, or debris that is not comprised solely of storm water and that did not originate from a precipitation event. The Contractor shall prevent unauthorized Non-storm water discharges to receiving waters, and drainage systems. Unauthorized non-storm water discharges shall be considered all discharges (other than precipitation) that can cause or contribute to an exceedance of any applicable water quality standards contained in a Statewide Water Quality Control Plan and/or the applicable RWQCB's Basin Plan. Attention is directed to Spill Contingency, and Liquids, Residues, and Debris of these special provisions.

The following nonstorm water discharges are considered conditionally authorized discharges unless they are identified as contaminated in the plans or special provisions or later found to contain sources of pollutants: uncontaminated ground water.

Spill Contingency

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

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

The contingency plan shall include instructions and procedures for preventing spills, reporting spills, and a list of spill containment and collection materials and equipment to be maintained onsite. The contingency plan shall be reviewed and updated as directed by the Engineer.

Liquids, Residues and Debris

Attention is directed to "Shotcrete", "Horizontal Drain", "Architectural Surface (Textured Shotcrete)", "Soil Nail Assembly", "Concrete Structures", "Miscellaneous Concrete Construction", "Plastic Pipe Underdrain" and "Concrete Barrier," of these special provisions.

The control and disposal of liquids, residues, and debris associated with "Shotcrete", "Horizontal Drain", "Architectural Surface (Textured Shotcrete)", "Soil Nail Assembly", "Concrete Structures", "Miscellaneous Concrete Construction", "Plastic Pipe Underdrain" and "Concrete Barrier" shall be described within the SWPPP, as specified in "Water Pollution Control" of these special provisions. The SWPPP shall, at a minimum, depict and describe the procedural and structural methods of detaining, collecting, and disposing of all slurries, liquids, residues, and debris associated with the operations. Sufficient redundancy shall be incorporated into the procedural and structural methods such that the liquids, residues, and debris are not conveyed into or become present in receiving waters, drainage systems, or other water bodies.

Compensation for control and disposal of liquids, residues, and debris associated with "Shotcrete", "Horizontal Drain", "Architectural Surface (Textured Shotcrete)", "Soil Nail Assembly", "Concrete Structures", "Miscellaneous Concrete Construction", "Plastic Pipe Underdrain" and "Concrete Barrier" shall be included in the unit or Lump Sum pay item for the various items of work and no separate payment shall be allowed.

MEASUREMENT AND PAYMENT

Full compensation for all construction site dewatering and non-storm water discharge control, including but not limited to, preparing plans, amending plans, providing power to operate equipment; furnishing, maintaining, and removal of the treatment systems; visual monitoring, water quality sampling, inspection, and providing all necessary maintenance, labor, vehicles, equipment, and other incidentals; including removal and disposal of accumulated sediment and unauthorized Non-storm water discharges, shall be considered as included in the contract lump sum paid for construction site dewatering and non-storm water discharge control and no additional compensation will be paid.

10-1.05 TEMPORARY COVER

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

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

Temporary cover shall be one of the water pollution control practices for soil stabilization. The Storm Water Pollution Prevention Plan shall include the use of temporary cover. Temporary cover used to cover materials other than exposed soil shall not be allowed unless approved in advance by the Engineer.

Stabilization of slopes 1:3 and greater shall require the use of welded wire mesh and steel anchors to prevent against dislodgment by driving winds. Welded wire mesh shall be overlapped 0.3m at perimeter edges at adjoining sections.

MATERIALS

Temporary Cover Fabric

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

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

Specification	Requirements
Grab tensile strength (25-mm grip), kilonewtons, min. ASTM Designation: D4632*	0.89
Elongation at break, percent min. ASTM Designation: D4632*	15
Toughness, kilonewtons, min. (percent elongation x grab tensile strength)	13.3
Permittivity, 1/sec, max. (liters per minute per square meter) ASTM Designation: D 4491	0.08 (244)
Ultraviolet light stability, percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355 (xenon arc lamp method)	70

* or appropriate test method for specific polymer

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

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

Restrainers

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

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

Welded Wire Mesh

Welded wire mesh materials shall conform to the provisions in Section 80-3.01 D, 'Wire Mesh" of the Standard specifications and as follows:

A. Welded wire mesh shall have a maximum opening of 51mm X 102mm. The top and bottom wires shall be 10-gage and the intermediate wires and vertical stays 14-gage.
B. Roll length shall be a nominal 1.82 X 15.23 M.

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

INSTALLATION

Temporary cover shall be installed as follows:

A. Temporary cover fabric shall be placed and anchored as shown on the plans.
B. Abutting edges of the temporary cover fabric shall overlap a minimum of 600 mm. Non-abutting edges shall be embedded in the soil a minimum of 150 mm.
C. Restrainers shall be placed at the overlap area and along the toe of the slope. Restrainers outside the overlap areas shall be placed at a maximum spacing of 2.4 m.
D. Steel anchors shall be installed to allow the leg of the steel anchor to pierce through the temporary cover fabric into the slope with the crown section securing the wooden lath firmly against the slope.
E. Earthen berm, a linear sediment barrier, shall be constructed adjacent to the toe of the slope with a minimum height of 200 mm and a minimum width of 940 mm. The earthen berms shall be hand or mechanically compacted. Alternative linear sediment barrier may be used at the Contractor's expense if approved by the Engineer in writing .

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

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

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

MAINTENANCE

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

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

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

MEASUREMENT AND PAYMENT

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

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

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

10-1.06 TEMPORARY CHECK DAM

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

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

Temporary check dam shall be one of the water pollution control practices for sediment control. The Storm Water Pollution Prevention Plan shall include the use of temporary check dam.

At the option of the Contractor, temporary check dam shall be Type 1 (fiber roll) or Type 2 (gravel bag).

MATERIALS

Fiber Roll

Fiber roll shall be one of the following:

A. Fiber roll shall be constructed with a pre-manufactured blanket consisting of one material or a combination of materials consisting of wood excelsior, rice or wheat straw, or coconut fibers. The blanket shall be between 2.0 m and 2.4 m in width and between 20 m and 29 m in length. Wood excelsior shall be individual fibers, of which 80 percent shall be 150 mm or longer in length. The blanket shall have a photodegradable plastic netting or biodegradable jute, sisal or coir fiber netting on at least one side. The blanket shall be rolled along the width and secured with jute twine spaced 2 m apart along the full length of the roll and placed 150 mm from the ends of each roll. The finished roll shall be between 200 mm and 250 mm in diameter, between 3 m and 6 m in length and shall weigh at least 0.81-kg/m. More than one blanket may be required to achieve the finished roll diameter. When more than one blanket is required, blankets shall be jointed longitudinally with an overlap of 150 mm along the length of the blanket.

B. Fiber roll shall be a pre-manufactured roll of rice or wheat straw, wood excelsior or coconut fiber encapsulated within a photodegradable plastic or biodegradable jute, sisal or coir fiber netting. Rolls shall be between 200 mm and 250 mm in diameter, between 3 m and 6 m in length and shall weigh at least 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the rolls.

Stakes

Wood stakes shall be shall be a minimum of 19 mm x 38 mm x 450 mm. Wood stakes shall be untreated fir, redwood, cedar, or pine, shall be cut from sound timber, and shall be straight and free of loose of unsound knots and other defects which would render them unfit for the purpose intended. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake for Engineer's approval prior to installation. The tops of the metal stakes shall be bent at a 90-degree angle.

Rope

Rope shall be biodegradable, such as sisal or manila, with a minimum diameter of 6.35 mm.

Gravel-filled Bag

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

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

* or appropriate test method for specific polymer

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

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

Gravel shall be between 10 mm and 20 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

INSTALLATION

Temporary check dam shall be installed as follows:

A. Temporary check dam (Type 1): Rope and notched stakes shall be used to restrain the fiber rolls against the surface of the unlined ditch or swale. Stakes shall be driven into the slope until the notch is even with the top of the fiber roll. Rope shall be knotted at each stake and laced between stakes. After installation of the rope, stakes shall be driven into the slope such that the rope will hold the fiber roll tightly to the slope. Furrows will not be required. If metal stakes are used, the rope may be laced and knotted on the bend at the top of the metal stakes.
B. Temporary check dam (Type 2): A single layer of gravel bags shall be placed in lined or unlined ditches with ends abutted tightly and not overlapped.
C. The bedding area for the temporary check dam shall be cleared of obstructions including, but not limited to, rocks, clods, and debris greater than 25 mm in diameter prior to installation.
D. Temporary check dam shall be installed across and approximately perpendicular to the centerline of ditch or drainage line.
E. Temporary check dam shall be installed with sufficient spillway depth to prevent flanking of concentrated flow around the ends of the check dams.
F. Temporary check dam shall be installed in an unlined ditch or swale prior to the application of other temporary erosion control or soil stabilization materials in the same unlined ditch or swale.
G. Temporary check dam shall be installed upon completion of temporary erosion control blanket in earthen ditches or swales.

Details for an alternative temporary check dam shall be submitted to the Engineer for approval at least 7 days prior to installation.

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

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

MAINTENANCE

Temporary check dam shall be maintained to provide sediment holding capacity and to reduce runoff velocities. Split, torn, or unraveling rolls shall be repaired or replaced. Broken or split stakes shall be replaced. Sagging or slumping fiber rolls shall be repaired with additional stakes or replaced. Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out. Locations where rills and other evidence of concentrated runoff have occurred beneath the check dams shall be corrected.

When sediment exceeds one-third the height of the check dam above ground, or when directed by the Engineer, sediment shall be removed. The removed sediment shall be deposited within the project limits in such a way that the sediment is not subject to erosion by wind or by water.

Temporary check dam shall be repaired or replaced on the same day the damage occurs. Washouts or scour beneath the temporary check dam shall be repaired. Temporary check dam damaged during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be repaired or replaced at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of temporary check dam to be paid for will be measured by the meter along the centerline of the installed check dam.

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

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

10-1.07 TEMPORARY SILT FENCE

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

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

Temporary silt fence shall be one of the water pollution control practices for sediment control. The Storm Water Pollution Prevention Plan shall include the use of temporary silt fence.

MATERIALS

At the Contractor's option, temporary silt fence shall be prefabricated or constructed with silt fence fabric, posts, and fasteners.

Silt Fence Fabric

Silt fence fabric shall be geotextile manufactured from woven polypropylene or polymer material. Silt Fence Fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, min.	900
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632*	0.55
Elongation, percent minimum in each direction ASTM Designation: D 4632*	15
Permittivity, 1/sec., min. ASTM Designation: D 4491	0.05
Flow rate, liters per minute per square meter, min. ASTM Designation: D 4491	400
Ultraviolet stability, percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering method)	70

* or appropriate test method for specific polymer

Posts

Posts for temporary silt fence shall be one of the following:

A. Posts shall be untreated fir or pine, minimum 34 mm x 40 mm in size, and 1.2 m in length. One end of the post shall be pointed.

B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that can resist failure by lateral loads. The steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.2 m. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap which fits snugly to the steel post. The Contractor shall submit to the Engineer for approval a sample of the capped steel post prior to installation.

Fasteners

Fasteners for attaching silt fence fabric to posts shall be as follows:

A. When prefabricated silt fence is used, posts shall be inserted into sewn pockets.
B. Silt fence fabric shall be attached to wooden posts with nails or staples as shown on the plans or as recommended by the manufacturer or supplier. Tie wire or locking plastic fasteners shall be used to fasten the silt fence fabric to steel posts. Maximum spacing of fasteners shall be 200 mm along the length of the steel post.

INSTALLATION

Temporary silt fence shall be installed parallel with the slope contour in reaches not to exceed 150 m. A reach is considered a continuous run of temporary silt fence from end to end or from an end to an opening, including joined panels. Each reach shall be constructed so that the elevation at the base of the fence does not deviate from the contour more than one third of the fence height.

The silt fence fabric shall be installed on the side of the posts facing the slope. The silt fence fabric shall be anchored in a trench as shown on the plans. The trench shall be backfilled and mechanically or hand tamped to secure the silt fence fabric in the bottom of the trench.

Mechanically pushing 300 mm of the silt fence fabric vertically through the soil may be allowed if the Contractor can demonstrate to the Engineer that the silt fence fabric will not be damaged and will not slip out of the soil, resulting in sediment passing under the silt fence fabric.

At the option of the Contractor, the maximum post spacing may increase to 3 m if the fence is reinforced by a wire or plastic material by prefabrication or by field installation. The field-assembled reinforced temporary silt fence shall be able to retain saturated sediment without collapsing.

Temporary silt fence shall be joined as shown on the plans. The tops of the posts shall be tied together by minimum of 2 wraps of tie wire of a minimum 1.5 mm diameter. The silt fence fabric shall be attached to the posts at the joint as specified in these special provisions.

Temporary silt fence shall be repaired or replaced at the expense of the Contractor on the same day when the damage occurs.

When no longer required as determined by the Engineer, temporary silt fence shall become the property of the Contractor and be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Trimming the silt fence fabric and leaving it in place will not be allowed.

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

MAINTENANCE

Temporary silt fence shall be maintained to provide a sediment holding capacity of approximately one-third the height of the silt fence fabric above ground. When sediment exceeds this height, or when directed by the Engineer, sediment shall be removed. The removed sediment shall be deposited within the project limits in such a way that the sediment is not subject to erosion by wind or by water.

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

MEASUREMENT AND PAYMENT

The quantity of temporary silt fence to be paid for will be measured by the meter, parallel with the ground slope along the line of the installed temporary silt fence, deducting the widths of openings.

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

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

10-1.08 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed in conformance with the details shown on the plans, as specified in these special provisions and as directed by the Engineer.

Attention is directed to "Environmental Sensitive Area" of these special provisions regarding installation of temporary fence (Type ESA).

MATERIALS

Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type ESA) shall conform to the following:

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Posts

Posts for temporary fence (Type ESA) shall be of one of the following:

A. Posts shall be fir or pine, a minimum of 38 mm x 50 mm in size, and a minimum 1.6 m in length. One end of the post shall be pointed. Posts shall not be treated with wood preservative.
B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6 m. One end of the steel post shall be pointed and the other end shall have a high visibility colored top.

Fasteners

Fasteners for attaching high visibility fabric to the posts shall be as follows:

A. The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier, as determined by the Engineer.
B. Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 600 mm along the length of the steel post.

Signs

Sign content and dimensions shall be as shown on the plans. Sign text shall be of an easily readable sans serif font and in a color contrasting with the background color. Signs shall be weather-proof and fade-proof and may include plastic laminated printed paper affixed to an inflexible backer board. Signs shall be affixed to the high visibility fabric with tie wire or locking plastic fasteners a minimum of 900 mm above grade at the ends and every 30 m along the length of the temporary fence (Type ESA).

INSTALLATION

Posts shall be driven into the soil a minimum of 400 mm. Posts shall be spaced at 2-m centers maximum and shall at all times support the fence in a vertical, upright position.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed temporary fence (Type ESA) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section.

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

MAINTENANCE

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) shall be measured in the manner specified for permanent fences in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including maintenance and removal and disposal of materials, as specified in these special provisions, and as directed by the Engineer.

10-1.09 TEMPORARY CONSTRUCTION ENTRANCE

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

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

Temporary construction entrance shall be one of the water pollution control practices for tracking control. The Storm Water Pollution Prevention Plan shall include the use of temporary construction entrance.

At the option of the Contractor, temporary construction entrance shall be Type 1 or Type 2 .

MATERIALS

Temporary Entrance Fabric

Temporary entrance fabric shall be manufactured from polyester, nylon or polypropylene material or any combination thereof. temporary entrance fabric shall be a nonwoven, needle-punched fabric, free of any needles which may have broken off during the manufacturing process. Temporary entrance fabric shall be permeable and shall not act as a wicking agent.

Temporary entrance fabric shall be manufactured from virgin or recycled, or a combination of virgin and recycled, polymer materials. No virgin or recycled materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Temporary entrance fabric shall conform to the following requirements:

Specification	Requirements
Mass per unit area, grams per square meter, min. ASTM Designation: D 5261	235
Grab tensile strength (25-mm grip), kilonewtons, min. ASTM Designation: D4632*	0.89
Elongation at break, percent min. ASTM Designation: D4632*	50
Toughness, kilonewtons, min. (percent elongation x grab tensile strength)	53

* or appropriate test method for specific polymer

Rocks

Rocks shall be angular to subangular in shape, and shall conform to the material quality requirements in Section 72-2.02, "Materials," of the Standard Specifications for apparent specific gravity, absorption, and durability index. Rocks used for the temporary entrance shall conform to the following sizes:

Square Screen Size (mm)	Percentage Passing
150	100
75	0-20

Corrugated Steel Panels

Corrugated steel panels shall be prefabricated and shall be pressed or shop welded, with a slot or hooked section to facilitate coupling at the ends of the panels.

INSTALLATION

Temporary construction entrance shall be installed as follows:

A. Prior to placing the temporary entrance fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Trash, debris, and removed vegetation 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.
B. A sump shall be constructed within 6 m of each temporary construction entrance as shown on the plans. The exact location of the sump will be determined by the Engineer.
C. Before placing the temporary entrance fabric, the ground shall be graded to a uniform plane. The relative compaction of the top 0.5-m shall be not less than 90 percent. The ground surface shall be free of sharp objects that may damage the temporary entrance fabric, and shall be graded to drain to the sump as shown on the plans.
D. Temporary entrance fabric shall be positioned longitudinally along the alignment of the entrance, as directed by the Engineer.
E. The adjacent ends of the fabric shall be overlapped a minimum length of 300 mm.
F. Rocks to be placed directly over the fabric shall be spread in the direction of traffic, longitudinally and along the alignment of the temporary construction entrance.
G. During spreading of the rocks, vehicles or equipment shall not be driven directly on the fabric. A layer of rocks of minimum 150 mm thick shall be placed between the fabric and the spreading equipment to prevent damage to the fabric.
H. For Type 2 temporary construction entrance, a minimum of 6 coupled panel sections shall be installed for each temporary construction entrance. Prior to installing the panels, the ground surface shall be cleared of all debris to ensure uniform contact with the ground surface.

Fabric damaged during rock placement shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 450-mm overlap on all edges.

Details for alternative temporary construction entrance shall be submitted to the Engineer for approval at least 7 days prior to installation.

If buildup of soil and sediment deter the function of the temporary construction entrance, the Contractor shall immediately remove and dispose of the soil and sediment, and install additional corrugated steel panels and spread additional rocks to increase the capacity of the temporary construction entrance at the Contractor's expenses.

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

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

While the temporary construction entrance is in use, pavement shall be cleaned and sediment removed at least once a day, and as often as necessary when directed by the Engineer. Soil and sediment or other extraneous material tracked onto existing pavement shall not be allowed to enter drainage facilities.

MAINTENANCE

The Contractor shall maintain temporary construction entrance throughout the contract or until removed. The Contractor shall prevent displacement or migration of the rock surfacing or corrugated steel panels. Any significant depressions resulted from settlement or heavy equipment shall be repaired by the Contractor, as directed by the Engineer.

Temporary construction entrance shall be maintained to minimize tracking of soil and sediment onto existing public roads.

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

MEASUREMENT AND PAYMENT

The quantity of temporary construction entrance to be paid for will be measured as unit determined from actual count in place.

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

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

10-1.10 MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)

Move-in/move-out (temporary erosion control) shall include moving onto the project when an area is ready to receive temporary hydraulic mulch (bonded fiber matrix) as determined by the Engineer, setting up required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when temporary erosion control in that area is completed.

When areas are ready to receive applications of temporary hydraulic mulch (bonded fiber matrix), as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the temporary erosion control work.

Attention is directed to the requirements of temporary hydraulic mulch (bonded fiber matrix) specified elsewhere in these special provisions.

Quantities of move-in/move-out (temporary erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (temporary erosion control) shall include full compensation for furnishing all labor, materials (excluding temporary erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of temporary erosion control, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for increases or decreases in the quantities of move-in/move-out (temporary erosion control) required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to move-in/move-out (temporary erosion control).

10-1.11 STABILIZED CONSTRUCTION ROADWAY

This work shall consist of constructing and maintaining the stabilized construction roadway as shown on the plans, as directed by the Engineer, and as specified in these special provisions. When no longer required for the work, stabilized construction roadway shall be removed as specified in these special provisions unless otherwise directed by the Engineer.

The Contractor shall use stabilized construction roadway as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of stabilized construction roadway in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS

Materials shall conform to the following:

Stabilized Construction Roadway Fabric

Stabilized construction roadway fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Stabilized construction roadway fabric shall be nonwoven type fabric conforming to the following:

	Non-Woven Needle Punched
Mass per unit area, grams per Square Meter, Min. ASTM Designation: D 5261	235
Grab Tensile Strength, 25 mm grip, kiloNewtons (kN), Min. ASTM Designation: D4632*	0.89
Elongation at Break, Percent, Min., ASTM Designation: D4632*	50
Toughness, grab tensile strength times percent elongation (kN x %)	53

* or appropriate test for method for specific polymer

Stabilized construction roadway fabric shall be a non-woven, needle-punched fabric, free of any needles which may have broken off during manufacturing. It may be manufactured from either virgin polymer materials, recycled materials, or a combination of recycled and virgin polymer materials such as polyester polyethylene terephthalate 'PETE'. None of the materials, whether virgin or recycled, shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished roll products. To confirm the absence of biodegradable filler materials the Engineer may order tests such as ASTM E 204 (Fourier Transformed Infrared Spectroscopy-FTIR) or other appropriate tests.

Stabilized construction roadway fabric shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance" of the Standard Specifications.

Aggregate

Aggregate shall range in size from 100 mm to 150 mm, shall be angular to subangular in shape, and shall conform to the provisions in Section 26, "Aggregate Base," of the Standard Specifications and these special provisions.

INSTALLATION

Stabilization fabric shall be placed primarily on exposed soil areas. Existing pavement surfaces within areas shown on the plan to receive rock may not require fabric or rock depending on the integrity and condition of the existing pavement section as determined by the Engineer.

Stabilized construction roadway shall be installed as shown on the plans and as follows:

A. The ground to receive stabilized construction roadway fabric shall be graded to a uniform plane, watered and compacted, and shall be free of sharp objects that may damage the stabilized construction roadway fabric and shall be graded to drain as shown on the plans.
B. Stabilized construction roadway fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally and pulled taut to form a tight, wrinkle-free mat along the alignment of the stabilized construction roadway.
C. Where needed, adjacent borders of the fabric shall be overlapped a minimum of 300 mm.
D. Stabilized construction roadway fabric placed shall be covered with aggregate within 72 hours.
E. Aggregate to be placed directly over the fabric shall be spread in the direction of traffic, longitudinally along the alignment of the stabilized construction roadway.Stockpiling aggregate directly on the stabilized construction roadway fabric is not allowed. Once a sufficient working platform has been constructed, all remaining materials shall be uniformly placed and spread with 1:4 (V:H) tapers at the perimeter edges of the stabilized construction roadway where it conforms to existing roadway.
F. During spreading of the aggregate, vehicles or equipment shall not be driven directly on the fabric. A minimum thickness of 203 mm of aggregate shall be maintained between the fabric and the equipment to prevent damage to the fabric. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.
G. Should the fabric be damaged during placing, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 450 mm overlap on all edges.

H. Aggregate shall be spread flush or slightly below conforms with adjacent drainage inlets. Tapering of the aggregate surfacing may be required to achieve an even transition to the drainage inlet grate.

MAINTENANCE

The Contractor shall maintain stabilized construction roadway, throughout the contract period. The Contractor shall prevent displacement or migration of the aggregate surfacing. Any significant depressions, as determined by the Engineer, which form due to settling or heavy traffic shall be repaired by the Contractor.

Stabilized construction roadway, shall be maintained to minimize tracking of soil and sediment onto paved roads. If the efficiency of a stabilized construction roadway to minimize tracking of soil and sediment is compromised by the buildup of soil and sediment, or by other means, as determined by the Engineer, the Contractor shall remove and dispose of the soil and sediment, or spread additional aggregate.

Pavement cleaning shall be required at all locations where construction equipment is visibly tracking sediments onto the roadway.

Pavement cleaning shall be required each and every day when stabilized construction roadway are in use. Soil and sediment or other extraneous material tracked onto pavement shall not be allowed to enter drainage facilities and shall be removed at least once each day.

Once the stabilized construction roadway are no longer needed, the aggregate, stabilized construction roadway fabric, and any soil and sediments shall be removed and disposed of as provided for in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications. Following removal of the stabilized construction roadway, areas shall be graded smooth and compacted to conform with adjacent areas.

PAYMENT

The contract price paid per cubic meter for stabilized construction roadway shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing stabilized construction roadway, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.12 TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)

Temporary hydraulic mulch (bonded fiber matrix) shall be applied to disturbed areas, and maintained as specified in these special provisions and as directed by the Engineer.

Temporary hydraulic mulch (bonded fiber matrix) shall consist of applying a bonded fiber matrix soil stabilizer to active and non-active disturbed areas.

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

Temporary hydraulic mulch (bonded fiber matrix) shall be used as one of the water pollution control practices for soil stabilization. The Storm Water Pollution Prevention Plan shall include the use of temporary hydraulic mulch (bonded fiber matrix).

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following requirements:

Emulsion Material (Solids)

Emulsion material (solids) shall conform to the following:

A. Emulsion material (solids) shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Emulsion material (solids) shall be nonflammable, non-toxic to plants and animals, shall have no growth or germination inhibiting factors, and shall have an effective life of at least one year.
B. Emulsion material (solids) shall be an organic bonding tackifier of high viscosity colloidal polysaccharide with activating agents, or a blended hydrocolloid-based binder. The emulsion material (solids) shall not dissolve or disperse upon rewetting. The emulsion material (solids) shall be bonded to the fiber or prepackaged with the fiber by the manufacturer. The emulsion material (solids), including activating agents and additives, shall be 10 percent by weight, minimum, of the fiber.

Fiber

Fiber shall conform to the provisions in Section 20-2.07, "Fiber," of the Standard Specifications and these special provisions. Fiber shall be long strand, virgin wood fibers, thermo-mechanically defibrated from clean whole wood chips, containing a minimum of 25% of the fibers averaging 10 mm long, with a minimum of 50% or more retained on a #24 mesh screen. The wood chips shall be processed in such manner to contain no lead paint, printing ink, varnish, petroleum products, or seed germination inhibitors. Fiber shall not be produced from recycled material such as sawdust, paper, cardboard, or chlorine bleached paper mill residue. A coloring agent shall be included and shall be biodegradable and non-toxic.

APPLICATION

Temporary hydraulic mulch (bonded fiber matrix) shall be applied in conformance with the Construction Site Best Management Practices Manual of the Caltrans Storm Water Quality Handbooks and as follows:

A. Temporary hydraulic mulch (bonded fiber matrix) shall be applied to active and non-active areas where the soil is moist to a minimum depth of 10 mm. Prior to applying temporary hydraulic mulch (bonded fiber matrix), water shall be applied to areas that lack sufficient soil moisture. Water shall be applied with hydro-seeding equipment, in a uniform manner using the proper nozzle to disperse the flow such that the soil surface is wetted to a minimum depth of 10 mm. Water application shall not generate excessive runoff or create erosion. Determine Fiber rate based upon slope and soil conditions and as recommended by the BFM manufacturer. Consider rates of 3,500kg/ha to 4,500kg/ha.
B. The following mixture in the proportions indicated shall be applied with hydroseeding equipment. Successive applications shall be used to achieve the indicated rate:

Material	Kilograms Per Hectare (Slope measurement)
Bonded Fiber*	4000.00

*Includes fiber and emulsion material (solids).

C. The dilution of bonded fiber (kilograms) to water (liter) per hectare shall be as required to facilitate even application of material. Materials shall be applied shall to form a continuous mat covering 100% of the soil surface, shall have a minimum thickness of 3 mm, and shall have no gaps between the mat and the soil surface.
D. Materials shall be applied from two or more directions to avoid shadowing effects and achieve a continuous mat.
E. Materials shall be applied in successive layers to avoid slumping and aid drying.
F. Materials shall be applied during dry weather and with a minimum of 24-hours of dry weather predicted between completion of materials application and anticipated rain.

Temporary hydraulic mulch (bonded fiber matrix) shall be reapplied on the same day the damage occurs. Temporary hydraulic mulch (bonded fiber matrix) shall be reapplied when the area treated with temporary hydraulic mulch (bonded fiber matrix) becomes exposed or exhibits visible erosion.

Temporary hydraulic mulch (bonded fiber matrix) disturbed or displaced during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be reapplied at the expense of the Contractor.

MEASUREMENT AND PAYMENT

The quantity of temporary hydraulic mulch (bonded fiber matrix) will be measured by the square meter as determined from actual slope measurements of the areas covered by the temporary hydraulic mulch (bonded fiber matrix).

The contract price paid per square meter for temporary hydraulic mulch (bonded fiber matrix) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary hydraulic mulch (bonded fiber matrix), complete in place, including applying water, furnishing and applying bonded fiber matrix as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.13 TEMPORARY CONCRETE WASHOUT FACILITY

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

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

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

MATERIALS

Plastic Liner

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

Gravel-filled Bags

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

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

* or appropriate test method for specific polymer

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

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

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

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

Straw Bales

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

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

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

Stakes

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

Staples

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

Signs

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

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

INSTALLATION

Temporary concrete washout facilities shall be as follows:

A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 56-2.03, "Construction," and Section 56-2.04, "Sign Panel Installation," of the Standard Specifications.
C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spillage or overflow.
E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
F. Plastic liner shall be installed in below grade temporary concrete washout facilities.

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

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

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

MAINTENANCE

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

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

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

MEASUREMENT AND PAYMENT

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

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

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

10-1.14 TEMPORARY DRAINAGE INLET PROTECTION

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

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

Temporary drainage inlet protection shall be one of the water pollution control practices for sediment control. The Storm Water Pollution Prevention Plan shall include the use of temporary drainage inlet protection.

Temporary drainage inlet protection shall be either Type 1, Type 2, Type 3A, Type 3B, Type 4B or Type 5.

MATERIALS

Erosion Control Blanket

Erosion control blanket for temporary drainage inlet protection (Types 1, 2, and 3B) shall be one of the following:

A. Machine produced mats consisting of curled wood excelsior with 80 percent of the fiber 150 mm or longer. The excelsior blanket shall be of consistent thickness with wood fiber evenly distributed over the entire area of the blanket. The top surface of the blanket shall be covered with an extruded photodegradable plastic netting or lightweight non-synthetic netting. The blanket shall be smolder resistant without the use of chemical additives and shall be non-toxic and non-injurious to plant and animal life. Excelsior blanket shall be furnished in rolled strips with a minimum mass per unit area of 0.40-kg/m^2.

B. Machine produced mats consisting of 70 percent straw and 30 percent coconut fiber with an extruded photodegradable plastic netting or lightweight non-synthetic netting on the top and bottom surfaces of the blanket. The straw and coconut shall adhere to the netting using thread or glue strip. The straw and coconut blanket shall be of consistent thickness, with straw and coconut fiber shall be evenly distributed over the entire area of the blanket. Straw and coconut fiber blanket shall be furnished in rolled strips with a minimum mass per unit area of 0.27 kg/m^2.

C. Machine produced mats consisting of 100 percent coir consisting of coconut fiber with an extruded photodegradable plastic netting or lightweight non-synthetic netting on the top and bottom surfaces of the blanket. The coconut fiber shall adhere to the netting using thread or glue strip. The coconut blanket shall be of consistent thickness, with coconut fiber evenly distributed over the entire area of the blanket. Coconut fiber blanket shall be furnished in rolled strips with a minimum mass per unit area of 0.27 kg/m^2.

D. Machine woven netting consisting of 100 percent spun coir consisting of coconut fiber with an average open area of 63 to 70 percent. Coconut coir netting shall be furnished in rolled strips with a minimum mass per unit area of 0.40 kg/m^2.

Geotextile

Geotextile blanket for temporary drainage inlet protection (Types 1, 2, and 3B) shall conform to the provisions in Section 88-1.04, "Rock Slope Protection Fabric," of the Standard Specifications for rock slope protection fabric (Type A).

Staples

Staples for temporary drainage inlet protection (Types 1, 2, and 3B) shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for Engineer's approval prior to installation.

Rocks

Rocks for temporary drainage inlet protection (Types 1 and 2) shall be angular to subangular in shape, and shall conform to the material quality requirements in Section 72-2.02, "Materials," of the Standard Specifications for apparent specific gravity, absorption, and durability index. Rocks used for the temporary entrance shall conform to the following sizes:

Square Screen Size (mm)	Percentage Passing
150	100
75	0-20

Gravel Bag

Gravel bag fabric for temporary drainage inlet protection (Types 3A, 3B, and 4B) shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

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

* or appropriate test method for specific polymer

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

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

Gravel shall be between 10 mm and 20 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

Silt Fence Fabric

Silt fence fabric for temporary drainage inlet protection shall be geotextile manufactured from woven polypropylene or polymer material. Silt Fence Fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, min.	900
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632*	0.55
Elongation, percent minimum in each direction ASTM Designation: D 4632*	15
Permittivity, 1/sec., min. ASTM Designation: D 4491	0.05
Flow rate, liters per minute per square meter, min. ASTM Designation: D 4491	400
Ultraviolet stability, percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering method)	70

* or appropriate test method for specific polymer

Posts

Posts for temporary silt fence shall be one of the following:

A. Posts (temporary silt fence) shall be fir or pine, a minimum 34 mm x 40 mm in size, and 1.2 m in length. One end of the post shall be pointed. Wood preservative treatment will not be required for wood posts.
B. Posts (temporary silt fence) shall be steel and have a "U", "T", "L" or other cross sectional shape that can resist failure by lateral loads. The steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.2 m. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap which fits snugly to the steel post. The Contractor shall submit to the Engineer for approval a sample of the capped steel post prior to installation.

Fasteners

Fasteners for attaching silt fence fabric to posts shall be as follows:

A. When prefabricated silt fence is used, posts shall be inserted into sewn pockets.

B. Silt fence fabric shall be attached to wooden posts with nails or staples as shown on the plans or as recommended by the manufacturer or supplier. Tie wire or locking plastic fasteners shall be used to fasten the silt fence fabric to steel posts. Maximum spacing of fasteners shall be 200 mm along the length of the steel post.

Foam Barrier

Foam barrier fabric cover and skirt for temporary drainage inlet protection (Type 4B) shall be a woven polypropylene fabric with a minimum tensile strength of 0.44-kN, conforming to ASTM Designation: D 4632. The prefabricated fabric shall be high visibility orange in color that is integral to the fabric; painting shall not be allowed. The fabric shall have an ultraviolet (UV) stability exceeding 70 percent.

Foam core (foam barrier) shall be urethane foam and shall be shaped and dimensioned as shown on the plans.

Adhesive for foam barrier shall be a solvent free rubber modified asphalt emulsion. The color of the emulsion shall be brown when wet and shall have a drying period of not more than 3 hours.

Anchoring nails or spikes for foam barrier shall be a minimum of 25 mm in length and capable of penetrating concrete and asphalt surfaces.

Sediment Filter Bag

Sediment filter bag for temporary drainage inlet protection (Type 5) shall be manufactured from sediment filter bag fabric. The sediment filter bag shall be sized to fit the catch basin or drainage inlet and be complete with lifting loops and dump straps attached at the bottom to facilitate emptying of the sediment filter bag. The sediment filter bags shall have a restraint cord approximately halfway up the bag to keep the sides away from the catch basin walls.

Sediment filter bag fabric shall be geotextile manufactured from woven polypropylene or polymer material. Sediment filter bag fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Sediment filter bag fabric shall conform to the following requirements:

Specification	Requirements
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632*	1.35
Elongation, percent minimum in each direction ASTM Designation: D 4632*	20
Permittivity, 1/sec., min. ASTM Designation: D 4491	0.55
Flow rate, liters per minute per square meter, min. ASTM Designation: D 4491	1600
Ultraviolet stability, percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering method)	80

* or appropriate test method for specific polymer

INSTALLATION

Temporary drainage inlet protection shall be installed at drain inlets in paved and unpaved areas as follows:

A. Temporary drainage inlet protection shall be installed such that ponded runoff does not encroach into the traveled way or overtop the curb or dike. Gravel-filled bags shall be placed to control ponding and prevent runoff from overtopping the curb or dike.
B. The bedding area for the temporary drainage inlet protection shall be cleared of obstructions including, but not limited to, rocks, clods, and debris greater than 25 mm in diameter prior to installation.
C. Temporary silt fence shall be installed as necessary up-slope of the existing drainage inlet and parallel to the curb, dike, or flow line to prevent sediment from entering the drainage inlet.
D. Temporary drainage inlet protection (Type 1): Erosion control blanket or geotextile fabric shall be secured with staples and embedded into a trench adjacent to the drainage inlet. The silt fence shall be installed along the perimeter of the installed erosion control blanket or geotextile fabric. The silt fence shall be installed with the posts facing the drainage inlet. The silt fence fabric and the perimeter edge of the erosion control blanket or geotextile fabric shall be anchored in a trench. The trench shall be backfilled and mechanically or hand tamped to secure the silt fence fabric in the bottom of the trench.

E. Temporary drainage inlet protection (Type 2): The area around the drainage inlet shall be excavated to create a sediment trap. Erosion control blanket or geotextile fabric shall be secured to the surface of the excavated sediment trap with staples and embedded into a trench adjacent to the drainage inlet. The silt fence shall be installed along the perimeter of the installed erosion control blanket or geotextile fabric. The silt fence shall be installed with the posts facing the drainage inlet. The silt fence fabric and the perimeter edge of the erosion control blanket or geotextile fabric shall be anchored in a trench. The trench shall be backfilled and mechanically or hand tamped to secure the silt fence fabric in the bottom of the trench.
F. Temporary drainage inlet protection (Type 3A): Gravel-filled bags shall be staked in rows two layers high to form a gravel bag barrier. The gravel-filled bags shall be placed so that the bags are tightly abutted and overlap the joints in adjacent rows. A spillway shall be created by removing one or more gravel-filled bags from the upper layer of the gravel bag barrier.
G. Temporary drainage inlet protection (Type 3B): Erosion control blanket or geotextile fabric shall be secured with staples and embedded into a trench adjacent to the drainage inlet. Gravel-filled bags shall be staked in rows two layers high in a pyramid configuration to form a gravel bag barrier centered over the perimeter of the erosion control blanket or geotextile fabric. The gravel-filled bags shall be placed so that the bags are tightly abutted and overlap the joints in adjacent rows. A spillway shall be created by removing one or more gravel-filled bags from the upper layer of the gravel bag barrier.
H. Temporary drainage inlet protection (Type 4B): Foam barrier shall consist of individual sections installed in conjunction with one another adjacent to existing drainage inlets. Foam barriers shall be securely attached to the pavement according to the angle and spacing as shown on the plans. Foam barrier shall be installed flush against the sides of concrete or asphalt curbs, dikes and pavement with the inner material and fabric cover cut smoothly and evenly to provide a tight flush joint.
I. Temporary drainage inlet protection (Type 5): Sediment filter bags shall be installed by removing the drainage inlet grate, placing the sediment bag in the opening, and replacing the grate to secure the sediment filter bag in place.

The Contractor shall select the appropriate drainage inlet protection in conformance with the details to meet the field condition around the drainage inlet. For all other drainage inlets within the project limits that do not conform to the details shown on the plans, the Contractor shall submit to the Engineer for approval, provisions for providing temporary drainage inlet protection.

Details for an alternative temporary drainage inlet protection shall be submitted to the Engineer for approval at least 7 days prior to installation.

Throughout the duration of the Contract, the Contractor shall provide protection to meet the changing condition of the drainage inlet.

Special attention shall be given to existing and new drainage inlets adjacent to traffic. The Engineer shall review the need for drainage inlet protection at each location. Each proposed drainage inlet protection shall be approved by the Engineer to ensure safety.

When the temporary drainage inlet protections are no longer required, temporary drainage inlet protection materials shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the removal of the temporary drainage inlet protection shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary drainage inlet protection shall be maintained to provide sediment holding capacity and to reduce runoff velocities and as follows:

A. Gravel-filled bags shall be replaced when the bag material ruptures and allows the contents to spill out, or when the yarn fails and allows the bag contents to spill out.
B. Temporary silt fence shall be repaired or replaced when silt fence fabric becomes split, torn, or unraveled. Broken or split stakes shall be replaced. Sagging or slumping silt fence shall be repaired with additional stakes or replaced.
C. Locations where rills and other evidence of concentrated runoff have occurred beneath the silt fences, foam barriers, or gravel bag barriers shall be corrected.
D. Sediment deposits, trash and debris shall be removed from temporary drainage inlet as described in this special provision or as directed by the Engineer. Removed sediment shall be deposited within the project limits in such a way that the sediment is not subject to erosion by wind or by water. Trash and debris shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

E. Temporary drainage inlet protection (Type 1): Temporary silt fence shall be maintained to provide a sediment holding capacity of approximately one-third the height of the silt fence fabric above ground. Sediment in excess of 50 mm above the surface of the erosion control blanket or geotextile fabric shall be removed.
F. Temporary drainage inlet protection (Type 2): Temporary silt fence shall be maintained to provide a sediment holding capacity of approximately one-third the height of the silt fence fabric above ground. Sediment shall be removed from the sediment trap when the volume has been reduced by approximately one-half.
G. Temporary drainage inlet protection (Type 3A): Sediment deposits shall be removed when the deposit reaches one-third the height of the gravel bag barrier or one-half the height of the spillway; whichever is less.
H. Temporary drainage inlet protection (Type 3B): Sediment deposits shall be removed when the deposit reaches one-third the height of the gravel bag barrier or one-half the height of the spillway; whichever is less. Sediment in excess of 50 mm above the surface of the erosion control blanket or geotextile fabric shall be removed.
I. Temporary drainage inlet protection (Type 4B): Foam barriers shall be repaired or replaced when the geotextile fabric cover becomes split, torn, or unraveled. Foam barriers that become detached or dislodged shall be reattached to the pavement. Sediment deposits shall be removed when the deposit reaches one-third of the foam barrier height.
J. Temporary drainage inlet protection (Type 5): Sediment filter bags shall be emptied when the restraint cords are no longer visible. Emptying of the bag shall be facilitated by the use of 25mm steel reinforcing bars placed through the lifting loops. The sediment bag shall be emptied of material and rinsed before replacement in the catch basin or drainage inlet.

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

MEASUREMENT AND PAYMENT

Temporary drainage inlet protection will be measured by the unit from actual count designated on the plans or ordered by the Engineer, regardless of the type implemented or changes made thereto after implementation.

The contract unit price paid for temporary drainage inlet protection shown on the plans or ordered by the Engineer shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary drainage inlet protection, complete in place, including maintenance, repairing, replacing, changing, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

10-1.15 PERIMETER BARRIER (TYPE WM 1.8)

Perimeter barrier (Type WM 1.8) shall be furnished, constructed, and maintained as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Perimeter barrier (Type WM 1.8) shall consist of a wire mesh fence covered with a combination of silt fence and high visibility fabric. Given that portions of the fence will be installed on steep terrain, additional support guy wires and bracing shall be installed at posts to resist deflection due to the accumulation of built up material.

Attention is directed to "Environmental Sensitive Area" of these special provisions regarding installation of perimeter barrier.

Except as otherwise specified in this section, perimeter barrier (Type WM 1.8) 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.

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.

MATERIALS

Welded Wire Mesh

Welded wire mesh materials shall conform to the provisions in Section 80-3.01 D, 'Wire Mesh' of the Standard specifications and as follows:

Welded wire mesh shall have a maximum opening of 51 mm X 102 mm. The top and bottom wires shall be 10-gage and the intermediate wires and vertical stays 14-gage.

Roll length shall be a nominal 1.82 m X 15.23 m.

Silt Fence Fabric

Silt fence fabric shall be geotextile and manufactured from woven polypropylene or polymer material. Silt Fence Fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, minimum.	900
Grab tensile strength (25 mm grip), kilonewtons, minimum in each direction ASTM Designation: D 4632	0.45
Elongation, percent, minimum in each direction ASTM Designation: D 4632 (25 mm grip)	15
Ultraviolet stability, percent tensile strength retained after 500 hours, minimum ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering device)	70

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Support Guy Wires

Support wires shall be 2 strand braided wire conforming to Section 80-3.01F "Miscellaneous" of the Standard Specifications.

Posts shall be metal.

Galvanizing and painting of steel items will not be required.

Concrete footings for metal posts will not be required except at angle points or locations where individual post stability would be increased by installation of a concrete footing as determined by the Engineer.

Perimeter barrier (Type WM 1.8) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of perimeter barrier (Type WM 1.8) will be measured by the meter as determined from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed temporary perimeter barrier (Type WM 1.8), deducting the widths of openings.

The contract price paid per meter for perimeter barrier (Type WM 1.8) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing perimeter barrier (Type WM 1.8), complete in place, including trench excavation and backfill, of perimeter barrier (WM 1.8), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The cost for maintaining perimeter barrier (Type WM 1.8) will be borne equally by the State and the Contractor.

The division of cost will be made by determining the cost of maintaining perimeter barrier (Type WM 1.8) in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one half of that cost. Clean up, repair, removal, disposal, and replacement due to improper installation, and replacement of perimeter barrier (Type WM 1.8) damaged as a result of the Contractor's negligence will not be considered as included in the cost of maintaining perimeter barrier (Type WM 1.8).

10-1.16 PERIMETER BARRIER (TYPE FROG)

Perimeter barrier (Type Frog) shall be furnished, constructed and maintained as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Preparation shall conform to the requirements in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Environmentally Sensitive Area" of these special provisions regarding installation of perimeter barrier.

MATERIALS

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.

Materials shall conform to Section 20-2, "Materials," of the Standard Specifications and the following:

A. Plywood shall be 12.6 mm thick (min.), with a nominal dimension of 1.2m x 2.43m. Plywood shall be pressure treated to resist decay.
B. Wood bracing shall be as shown on the plans, and shall be pressure treated to resist decay.
C. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6m. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap which fits snugly to the steel post. The Contractor shall submit to the Engineer for approval a sample of the capped steel post prior to installation.
D. Wire mesh for frog egress shall have 3.1mm x 3.1mm openings, and wire shall be 16 gage, minimum.

INSTALLATION

Perimeter barrier (Type Frog) shall be installed as shown on the plans and as follows:

A. Perimeter barrier (Type Frog) shall consist of new plywood sheets anchored to steel posts with tie wire as shown on the plans. Holes shall be made through the plywood to adequately anchor the plywood to the steel posts and ensure snug overlap of plywood. Plywood shall be installed below grade as shown on the plans.
B. Holes shall be made in the plywood sheets at center of each board measured longitudinally, and such that the bottom of the hole is adjacent to finish grade once the plywood has been trenched to sufficient depth. Dimensions of the hole shall be as shown on the plans.
C. Wire mesh cones shall be placed at the holes, with locations and dimensions as shown on the plans, to allow frog entry into the Enviromentally Sensitive Area and prevents egress into construction zone. Fabricating and fastening techniques for the wire mesh cones shall provide a uniform transition between the wire mesh cone and the plywood, with no rough edges on either plywood or wire mesh, and such that there are no gaps or openings between the wire mesh and the plywood.

Care shall be taken to avoid damage to the wire mesh cones, and any damages shall be repaired promptly at the Contractor's expense. Any debris that becomes deposited in front of the cones shall be promptly removed to maintain openings.

Perimeter barrier (Type Frog) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of perimeter barrier (Type Frog) will be measured by the meter as determined from actual measurement in place, the measurements to be made parallel with the ground slope along the line of the completed perimeter barrier (Type Frog).

The contract price paid per meter for perimeter barrier (Type Frog) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing perimeter barrier (Type Frog), complete in place, including maintenance of perimeter barrier (Type Frog), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.17 COOPERATION

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

It is anticipated that work by other contractors may be in progress adjacent to or within the limits of this project during progress of the work on this contract:

Contract Number	Approximate Contract Approval Date
04-1123G4	June 1, 2005
04-1123K4	July 15, 2005
04-1123F4	February 20, 2006
04-1123M4	April 15, 2006

It is anticipated that 19,000 M3 of excavated material from grading activities to create wetlands from within the limits of Project 04-1123G4 will be delivered to the fill disposal site of this project between June 1, 2005 and September 30, 2005. Exact delivery dates and times shall be coordinated between contractors, and the Engineer notified of the arrangements made between the contractors.

10-1.18 PROGRESS SCHEDULE (CRITICAL PATH METHOD)

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these special provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule.

Attention is directed to "Payments" of Section 5 of these special provisions.

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

DEFINITIONS

The following definitions shall apply to this section:

A. ACTIVITY.—A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.
B. BASELINE SCHEDULE.—The initial schedule representing the Contractor's work plan on the first working day of the project.
C. CONTRACT COMPLETION DATE.—The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications.
D. CRITICAL PATH.—The longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.
E. CRITICAL PATH METHOD (CPM).—A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.
F. DATA DATE.—The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
G. EARLY COMPLETION TIME.—The difference in time between an early scheduled completion date and the contract completion date.
H. FLOAT.—The difference between the earliest and latest allowable start or finish times for an activity.
I. MILESTONE.—An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.
J. NARRATIVE REPORT.—A document submitted with each schedule that discusses topics related to project progress and scheduling.
K. NEAR CRITICAL PATH.—A chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.
L. SCHEDULED COMPLETION DATE.—The planned project finish date shown on the current accepted schedule.
M. STATE OWNED FLOAT ACTIVITY.—The activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.
N. TIME IMPACT ANALYSIS.—A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.
O. TOTAL FLOAT.—The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
P. UPDATE SCHEDULE.—A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

GENERAL REQUIREMENTS

The Contractor shall submit to the Engineer baseline, monthly update and final update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

Schedules shall include, but not be limited to, activities that show the following that are applicable to the project:

A. Project characteristics, salient features, or interfaces, including those with outside entities, that could affect time of completion.
B. Project start date, scheduled completion date and other milestones.
C. Work performed by the Contractor, subcontractors and suppliers.
D. Submittal development, delivery, review and approval, including those from the Contractor, subcontractors and suppliers.
E. Procurement, delivery, installation and testing of materials, plants and equipment.
F. Testing and settlement periods.
G. Utility notification and relocation.
H. Erection and removal of falsework and shoring.
I. Major traffic stage switches.
J. Finishing roadway and final cleanup.
K. State-owned float as the predecessor activity to the scheduled completion date.

Schedules shall have not less than 50 and not more than 500 activities, unless otherwise authorized by the Engineer. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

A. A clear and legible description.
B. Start and finish dates.
C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
D. At least one predecessor and one successor activity, except for project start and finish milestones.
E. Required constraints.
F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently or by completing activities earlier than planned. The Contractor may also submit for approval a cost reduction incentive proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications that will reduce time of construction.

The Contractor may show a scheduled completion date that is later than the contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

State-owned float shall be considered a resource for the exclusive use of the State. The Engineer may accrue State-owned float by the early completion of review of any type of required submittal when it saves time on the critical path. The Contractor shall prepare a time impact analysis, when requested by the Engineer, to determine the effect of the action in conformance with the provisions in "Time Impact Analysis" specified herein. The Engineer will document State-owned float by directing the Contractor to update the State-owned float activity on the next update schedule. The Contractor shall include a log of the action on the State-owned float activity and include a discussion of the action in the narrative report. The Engineer may use State-owned float to mitigate past, present or future State delays by offsetting potential time extensions for contract change orders.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications. The Contractor shall prepare a time impact analysis to determine the effect of the change in conformance with the provisions in "Time Impact Analysis" specified herein, and shall include the impacts acceptable to the Engineer in the next update schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one or more working days because of the ordered change.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

COMPUTER SOFTWARE

The Contractor shall submit to the Engineer for approval a description of proposed software before delivery. The software shall be the current version of Primavera SureTrak Project Manager for Windows, or equal, and shall be compatible with Windows NT (version 4.0) operating system. If software other than SureTrak is proposed, it shall be capable of generating files that can be imported into SureTrak.

The Contractor shall furnish schedule software and all original software instruction manuals to the Engineer with submittal of the baseline schedule. The furnished schedule software shall become the property of the State and will not be returned to the Contractor. The State will compensate the Contractor in conformance with the provisions in Section 4-1.03, "Extra Work," of the Standard Specifications for replacement of software which is damaged, lost or stolen after delivery to the Engineer.

The Contractor shall instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within 20 working days of contract approval, the Contractor shall provide a commercial 8-hour training session for 2 Department employees in the use of the software at a location acceptable to the Engineer. It is recommended that the Contractor also send at least 2 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software. If software other than SureTrak is furnished, then the training session shall be a total of 16-hours for each Department employee.

NETWORK DIAGRAMS, REPORTS AND DATA

The Contractor shall include the following for each schedule submittal:

A. Two sets of originally plotted, time-scaled network diagrams.
B. Two copies of a narrative report.
C. Two copies of each of 3 sorts of the CPM software-generated tabular reports.
D. One 1.44-megabyte 90 mm (3.5 inch) floppy diskette containing the schedule data.

The time-scaled network diagrams shall conform to the following:

A. Show a continuous flow of information from left to right.
B. Be based on early start and early finish dates of activities.
C. Clearly show the primary paths of criticality using graphical presentation.
D. Be prepared on E-size sheets, 860 mm x 1120 mm (34 inch x 44 inch).
E. Include a title block and a timeline on each page.

The narrative report shall be organized in the following sequence with all applicable documents included:

A. Contractor's transmittal letter.
B. Work completed during the period.
C. Identification of unusual conditions or restrictions regarding labor, equipment or material; 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 and scheduled completion date 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. Reasons for an early or late scheduled completion date in comparison to the contract completion date.

Tabular reports shall be software-generated and provide information for each activity included in the project schedule. Three different reports shall be sorted by (1) activity number, (2) early start and (3) total float. Tabular reports shall be 215 mm x 280 mm (8 1/2 inch x 11 inch) in size and shall include, as a minimum, the following applicable information:

A. Data date
B. Activity number and description
C. Predecessor and successor activity numbers and descriptions
D. Activity codes
E. Scheduled, or actual and remaining durations (work days) for each activity
F. Earliest start (calendar) date
G. Earliest finish (calendar) date
H. Actual start (calendar) date
I. Actual finish (calendar) date
J. Latest start (calendar) date
K. Latest finish (calendar) date
L. Free float (work days)
M. Total float (work days)
N. Percentage of activity complete and remaining duration for incomplete activities.
O. Lags
P. Required constraints

Schedule submittals will only be considered complete when all documents and data have been provided as described above.

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 working days of the 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 comply with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, then the general time-scaled logic diagram shall also display the deviations and resulting time impacts. The Contractor shall be prepared to discuss the proposal.

At this meeting, the Contractor shall additionally submit the alphanumeric 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 the logic diagram, coding structure, and activity identification system, and provide any required baseline schedule changes to the Contractor for implementation.

BASELINE SCHEDULE

Beginning the week following the pre-construction scheduling conference, the Contractor shall meet with the Engineer weekly until the baseline schedule is accepted by the Engineer to discuss schedule development and resolve schedule issues.

The Contractor shall submit to the Engineer a baseline schedule within 20 working days of approval of the contract. The Contractor shall allow 3 weeks for the Engineer's review after the baseline schedule and all support data are submitted. In addition, the baseline schedule submittal will not be considered complete until the computer software is delivered and installed for use in review of the schedule.

The baseline schedule shall include the entire scope of work and how the Contractor plans to complete all work contemplated. The baseline schedule shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

The baseline schedule shall not extend beyond the number of working days specified in these special provisions. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

If the Contractor submits an early completion baseline schedule that shows contract completion in less than 85 percent of the working days specified in these special provisions, the baseline schedule shall be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations shall be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for the Contractor and subcontractors. The Contractor shall use average composite crews to display the labor loading of on-site construction activities. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms shall show labor crafts and equipment classes to be utilized on the contract. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable.

UPDATE SCHEDULE

The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow 2 weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until the previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a data date of the twenty-first day of the month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percent complete and finish dates shall be shown as applicable. Durations for work that has been completed shall be shown on the update schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. The Contractor shall state in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then the Contractor shall submit a time impact analysis as described herein.

TIME IMPACT ANALYSIS

The Contractor shall submit a written time impact analysis (TIA) to the Engineer with each request for adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change may impact the critical path or contract progress.

The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed. The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of contract time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

The Contractor shall submit a TIA in duplicate within 15 working days of receiving a written request for a TIA from the Engineer. The Contractor shall allow the Engineer 2 weeks after receipt to approve or reject the submitted TIA. All approved TIA schedule changes shall be shown on the next update schedule.

If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will be allowed 15 days from the meeting with the Engineer to give notice in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update schedules. If agreement is reached at a later date, approved TIA schedule changes shall be shown on the next update schedule. The Engineer will withhold remaining payment on the schedule contract item if a TIA is requested by the Engineer and not submitted by the Contractor within 15 working days. The schedule item payment will resume on the next estimate after the requested TIA is submitted. No other contract payment will be retained regarding TIA submittals.

FINAL UPDATE SCHEDULE

The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish 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.

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 an acceptable schedule conforming to the requirements of these special provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)", will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

PAYMENT

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

Payments for the progress schedule (critical path method) contract item will be made progressively as follows:

A. A total of 25 percent of the item amount or a total of 25 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon achieving all of the following:

    1. Completion of 5 percent of all contract item work.
    2. Acceptance of all schedules and TIAs required to the time when 5 percent of all contract item work is complete.
    3. Delivery of schedule software to the Engineer.
    4. Completion of required schedule software training.

B. A total of 50 percent of the item amount or a total of 50 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of 25 percent of all contract item work and acceptance of all schedules and TIAs required to the time when 25 percent of all contract item work is complete.

C. A total of 75 percent of the item amount or a total of 75 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of 50 percent of all contract item work and acceptance of all schedules and TIAs required to the time when 50 percent of all contract item work is complete.

D. A total of 100 percent of the item amount or a total of 100 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of all contract item work, acceptance of all schedules and TIAs required to the time when all contract item work is complete, and submittal of the certified final update schedule.

If the Contractor fails to complete any of the work or provide any of the schedules required by this section, the Engineer shall make an adjustment in compensation in conformance with the provisions in Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in furnishing schedules.

10-1.19 TIME-RELATED OVERHEAD

The Contractor will be compensated for time-related overhead in conformance with these special provisions.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" 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 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 the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs 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. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The amount of time-related overhead associated with a reduction in contract time for cost reduction incentive proposals accepted and executed in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

If the final increased amount of time-related overhead exceeds 149 percent of the contract lump sum price bid, the Contractor shall, within 60 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 unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field office overhead and home office overhead are:

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

Within 20 days of receipt of 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 requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract lump sum payment for time-related overhead, in excess of 149 percent of the lump sum price bid, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant 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 and report 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 cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor.

Time-related overhead will be paid for at a lump sum price. The contract lump sum price bid for time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date and which satisfy any of the following criteria:

A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:

    1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
    2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
    3. Suspensions ordered due to factors beyond the control of and not caused by the State or the Contractor, for which the Contractor is granted extensions of time in conformance with the provisions of the third paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications.
    4. Other suspensions that mutually benefit the State and the Contractor.

B. Extensions of contract 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 and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
C. 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.

For each day the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions, is increased or decreased due to suspensions or adjustments of contract time as specified above, the lump sum price for time-related overhead will be increased or decreased by an amount equal to the contract lump sum price bid for time-related overhead divided by the number of working days bid to complete the contract.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract lump sum price paid for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of an independent Certified Public Accountant audit 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," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved, and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by joint venture partners, subcontractors, suppliers or other parties associated with the Contractor shall be considered as included in the various overhead costs for which the Contractor is compensated, 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 amount of time-related overhead in each monthly partial payment will be based on the number of working days that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of work, will be compensated upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

A. The contract lump sum price for time-related overhead, divided by the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.

B. Twenty percent of the original total contract amount, divided by the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.

After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the contract lump sum 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.

10-1.20 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

10-1.21 MOBILIZATION

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

Existing utilities are not available at the project location. Contractor shall be responsible for providing all temporary utility facilities necessary to perform the work. Full compensation for providing temporary utility facilities shall be considered as included in the price paid for mobilization and no additional compensation shall be made therefore

10-1.22 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address:

http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone.

The Department maintains a secondary list at the following internet address:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and for providing a list of Category 2 devices used on the project and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

10-1.23 MAINTAINING TRAFFIC

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

Delivery and hauling of materials, whether to or within the project limits utilizing Route 1 shall be only during the hours shown on Chart No. 1, "Delivery and Hauling of Material Requirements," included in this section "Maintaining Traffic." Materials are defined as and not limited to items associated with the following contract items of work: traffic handling (temporary railing (Type K) and temporary crash cushion module), roadway excavation (including selected material & local borrow), clearing & grubbing, structure excavation and backfill (for soil nail & retaining walls), soil nail walls, retaining walls, embankment, rock slope protection, drainage systems (including subsurface drainage), temporary water pollution control, and erosion control.

Full compensation for delivery and hauling of materials during the hours shown on Chart No. 1 shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

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

Personal vehicles of the Contractor's employees shall not be parked on the traveled way, along the shoulder within the project limits, at the Gray Whale Cove Public Parking Area, and at the Montara State Beach Public Area including any section closed to public traffic.

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.

Lanes shall be closed only during the hours shown on Chart No. 2, "Two-Lane Conventional Highway Lane Requirements," 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.

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. Other modifications will be made by contract change order.

Chart No. 1
Delivery and Hauling of Material Requirements

Location: Northbound & SouthboundRoute 1 within Project limits

FROM HOUR TO HOUR	a.m. 12	1	2	3	4	5	6	7	8	9	10	11	p.m. 12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X	X	X			X	X	X	X	X	X				X	X	X	X	X	X	
Fridays	X	X	X	X	X	X	X			X	X	X	X	X	X					X	X	X	X	X	
Saturdays	X	X	X	X	X	X	X	X	X													X	X	X	
Sundays	X	X	X	X	X	X	X	X	X													X	X	X	
Day before designated legal holiday	X	X	X	X	X	X	X	X	X													X	X	X	
Designated legal holiday/ Special Events																									

Legend

X	Delivery and hauling of materials allowed
	No delivery or hauling of materials allowed

REMARKS:

Chart No. 2
Two-Lane Conventional Highway Lane Requirements

Location:

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

Legend:

R One-way traffic control permitted:
1. Close one traffic lane and stop traffic for periods not to exceed five minutes.
2. Provide at least one traffic lane.
3. Maximum length one-way control shall be 970 feet (300 meters)

No work that interferes with public traffic will be allowed

REMARKS:

10-1.24 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.

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.

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.

10-1.25 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.

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.

When lane closures are made for work periods only, at the end of each work period, 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.

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.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

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, 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.

10-1.26 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or 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.

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

10-1.27 TEMPORARY RAILING (TYPE K)

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.

Type E delineators on temporary railing (Type K) shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Retroreflective sheeting 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 "Prequalified and Tested Signing and Delineation Materials" 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.

10-1.28 CHANNELIZER (SURFACE MOUNTED)

Channelizers (surface mounted) shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers (surface mounted) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers (surface mounted) and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.29 TEMPORARY TRAFFIC SCREEN

Temporary traffic screen shall be furnished, installed, and maintained on top of temporary railing (Type K) at the locations designated on the plans, specified in the special provisions or directed by the Engineer and shall conform to the provisions specified for traffic handling equipment and devices in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Temporary traffic screen panels shall be new or used CDX Grade, or better, plywood or weather resistant strandboard mounted and anchored on temporary railing (Type K). Wale boards shall be new or used Douglas fir, rough sawn, Construction Grade, or better. Pipe screen supports shall be new or used galvanized steel pipe, Schedule 40. Nuts, bolts, and washers shall be cadmium plated. Screws shall be black or cadmium plated flat head, cross slotted screws with full thread length.

When no longer required, as determined by the Engineer, temporary traffic screen shall be removed from the site of the work and shall become the property of the Contractor.

Temporary traffic screen will be measured by the meter from actual measurements along the line of the completed temporary traffic screen, at each location designated on the plans, specified or directed by the Engineer. If the Engineer orders a lateral move of temporary railing, with temporary traffic screen attached, and the repositioning is not shown on the plans, moving the temporary traffic screen will be paid for as part of the extra work for moving the temporary railing as specified in Section 12-4.01, "Measurement and Payment," of the Standard Specifications. Temporary traffic screen placed in excess of the length shown, specified or directed by the Engineer will not be paid for.

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

10-1.30 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 (Type K)" of these special provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755

   1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
   2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070

B. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205

   1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
   2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules 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.

10-1.31 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Attention is directed to "Environmentally Sensitive Area", "Earthwork" and "Roadside Clearing" elsewhere in these special provisions.

Prior to any clearing and grubbing operation, all areas to be cleared and grubbed shall be inspected by the biological inspector for existing biological nests. The Contractor shall inform the Engineer 5 working days in advance of clearing and grubbing work to allow enough time for biological inspections.

Prior to any clearing and grubbing operation, all areas to be cleared and grubbed where select material will be derived shall be cleared of exotic species as specified in "Roadside Clearing" of these special provisions.

Following biological clearance of areas to be cleared and grubbed, vegetation shall be cleared and grubbed only within the excavation and embankment slope lines. Vegetation to be cleared in areas where select material will be acquired shall be cleared by removing the vegetation to a height of 50mm above the ground surface. The removed vegetation shall be chipped and left in place. Removal and chipping of the material can be performed simultaneously.

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.

10-1.32 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to "Cooperation" of these special provisions regarding delivery of material excavated from Project 04-1123G4.

Attention is directed to "Environmentally Sensitive Area" of these special provisions regarding delineation of environmentally sensitive areas prior to any earthwork.

Attention is directed to "Topsoil" of these special provisions for obtaining select material for placement on finished embankment slopes.

Attention is directed to "Finishing Roadway" of these special provisions for final contouring and compaction of embankment slopes following the placement of topsoil.

Attention is directed to "Clearing and Grubbing" and "Roadside Clearing" of these special provisions for removal of vegetation and exotic species prior to stripping of topsoil.

No Blasting and no off-site hauling shall be allowed in this project.

Stepped slope excavation shall be performed in accordance with the provisions in Section 19, "Earthwork", of the Standard Specifications and these special provisions.

Stepped slopes, as shown on the plans shall be excavated to conform with the typical cross section as shown on the plans. The approximate midpoint of the horizontal tread shall be constructed on the staked slope line, so when completed, the theoretical planned slope shall intersect the horizontal and vertical planes of the steps at their midpoints.

The steps shall be constructed to within a +/- 20 percent tolerance of the horizontal and vertical dimensions shown on the plans.

The top of slope shall be rounded as shown on the plans.

Where slopes transition from stepped to unstepped slope, or to a stepped slope of a different angle, the steps shall be blended by maintaining a constant vertical spacing and varying tread width to achieve the transition.

The steps shall be constructed parallel to the contour of the slope. The steps shall carry through the slope rounding at the ends of the excavation and blend into the ends of the slope rounding by varying the tread width.

Scaling shall not be performed on the stepped slopes except for removal of material which covers more than one-half the shelf width.

The outer edge of the step shall be slightly beveled no more than 25mm in the vertical and horizontal planes during construction to reduce the sharp geometric lines on the slope.

Full compensation for construction of stepped slopes 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 dedicated topsoil stockpile location (Area No. 1) shall be constructed to a point of completion whereby topsoil can be placed and stockpiled with minimal disruption and relocation.

Excavated material from Project 04-1123G4 will be delivered and dumped at Area No. 2 as shown on the plans. The Contractor shall be responsible for providing access to the Project 04-1123G4 contractor delivering the material as well as for providing operated equipment to move and place the material in a coordinated fashion that does not impede delivery and dumping. The maximum amount of material that shall be delivered and dumped is 500 M3 per day during this time period. The Contractor shall be responsible for placing dumped material within the stockpile area to maintain adequate capacity for daily loads. Placement of the material at other locations within the disposal site may be allowed upon the written approval of the Engineer.

The Contractor shall be responsible for maintaining a stabilized and protected stockpile as provided for in “Dewatering and Non-Storm Water Discharge Control” and “Water Pollution Control” elsewhere in these special provisions.

Full compensation for moving, placing and stabilizing excavated material received from Project 04-1123G4 shall be considered as included in the contract price paid per cubic meter for roadway excavation (local borrow) and no additional compensation will be allowed therefor.

Weep Hole and Geocomposite Drain

The geocomposite drain shall conform to the details shown on the plans and the following:

A. Attention is directed to "Engineering Fabrics" under "Materials" of these special provisions.
B. Geocomposite drain shall consist of a manufactured core not less than 6.35 mm thick nor more than 50 mm thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain shall produce a flow rate, through the drainage void, of at least 25 liters per minute per meter of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 239 kPa.
C. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates for externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.
D. Filter fabric for the geocomposite drain shall conform to the provisions for fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications.
E. The manufactured core shall be either a preformed grid of embossed plastic, a mat of random shapes of plastic fibers, a drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.
F. The core material and filter fabric shall be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric shall be integrally bonded to the side of the core material with the drainage void. Core material manufactured from impermeable plastic sheeting having nonconnecting corrugations shall be placed with the corrugations approximately perpendicular to the drainage collection system.
G. The geocomposite drain shall be installed with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side shall overlap a minimum of 75 mm at all joints and wrap around the exterior edges a minimum of 75 mm beyond the exterior edge. If additional fabric is needed to provide overlap at joints and

wrap-around at edges, the added fabric shall overlap the fabric on the geocomposite drain at least 150 mm and be attached thereto.

H. Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a minimum 150-mm overlap.

I. Plastic pipe shall conform to the provisions for edge drain pipe and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.

Pervious backfill material placed within the limits of payment for retaining walls will be measured and paid for by cubic meter as structure backfill (retaining wall).

10-1.33 SOIL NAIL WALL EARTHWORK

Soil nail wall earthwork, consisting of excavating for soil nail wall construction and backfilling around completed soil nail walls, shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications and these special provisions.

WORKING DRAWINGS

The Contractor shall submit a complete working drawing submittal for earthwork for each soil nail wall to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Working drawings for soil nail wall earthwork shall be 559 mm by 864 mm in size. For initial review, 5 sets of drawings shall be submitted. After review, between 6 and 12 sets, as requested by the Engineer, shall be submitted for final approval and use during construction.

Working drawings for wall earthwork shall show the State assigned designations for the contract number, structure number, full name of the structure as shown on the contract plans, and District-County-Route-Kilometer Post on each drawing and calculation sheet. The Contractor's name, address, and telephone number shall be shown on the working drawings. Each sheet shall be numbered in the lower right hand corner.

The working drawings for soil nail wall earthwork shall contain all information required for the construction and quality control of the earthwork, including the following:

A. A proposed schedule and detailed construction sequence. Construction sequence shall include measures to ensure wall and slope stability during all stages of wall construction including provisions for discontinuous rows of soil nails.
B. Methods of excavation to the staged lifts indicated and types of excavation equipment.
C. Temporary shoring plans.
D. Drilling methods and equipment including proposed drill hole size and any variation of these along the alignments.
E. Information on space requirements for installation equipment.
F. A detailed plan for control, collection, and disposal of construction water addressing all elements necessary to divert, control, and dispose of surface water and ground water. Surface water includes all construction fluids and waterborne construction spillage from grouting, shotcreting, curing, and surface staining operations.
G. A detailed plan for protection of roadway and traveling public during construction.

A supplement to the working drawings shall include the following:

A. Independently checked calculations for wall and slope stability during all stages of wall construction including geotechnical assessment of information provided by the Department for this contract. At the Contractor's option, the Contractor may conduct additional geotechnical investigation for the purpose of developing soil nail wall earthwork working drawings.
B. Information on provisions for working in the proximity of underground facilities.

The working drawings and supplement shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

The Contractor shall allow the Engineer 20 Working Days to review the working drawings and supplement after a complete submittal has been received.

Should the Engineer fail to review the complete working drawing submittal within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the soil nail wall earthwork working drawing submittal, an extension of time commensurate with the delay in completion of the work thus caused will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

EXCAVATION

Care shall be taken during excavation for soil nail walls to prevent disturbing the natural foundation materials behind the face of excavation. During initial mass grading, the Contractor shall not excavate the full wall height to the wall alignment as shown on the plans, but the Contractor shall maintain a working berm of native material in front of the wall to serve as a work bench for the drill equipment. The working berm shall extend out from the wall a minimum distance of 6 m and shall be cut down from that point at the slope shown on the approved wall earthwork working drawings. The original ground beyond the wall alignment for the back or ends of the wall as shown on the plans shall not be over excavated. Any such over excavation shall be restored by the Contractor, at the Contractor's expense, using methods and materials approved in writing by the Engineer. Soil stabilization methods or temporary backing or lagging placed behind the excavation face may be required to prevent disturbing the natural foundation materials.

Excavation for walls shall be limited to that area which can be nailed and covered with shotcrete during the same work shift in which the excavation is done. Subsequent excavation shall not be made within 3 m of previously nailed and covered portions of the wall until those nailed and covered portions are structurally complete. A portion of the wall will be considered structurally complete when the soil nail assemblies have been installed, the shotcrete cover has set, specified testing has been completed for that portion of the wall, and the test results have been furnished to the Engineer.

Excavation to the final wall alignment for the full wall height shall incorporate a working berm which shall be constructed from the top down in a staged lift sequence as shown on the approved wall earthwork working drawings. The ground level in front of the wall face shall not be excavated more than one meter below the level of the row of soil nails to be installed in that same lift.

The Contractor, in addition to the working berm described above, shall maintain a stabilizing berm of undisturbed material to support the excavation face during soil nail installation. The stabilizing berm shall extend horizontally from the bottom of the overlying shotcrete a minimum distance of 0.3-m and shall be cut down from that point at a slope as shown on the approved wall earthwork working drawings.

After soil nails are complete in place for a given lift, the stabilizing berm shall be removed during excavation to the final wall alignment. The complete excavated face shall be cleaned of all loose materials, mud, rebound, and other materials that could prevent or reduce shotcrete bond to the excavated face and soil nails.

Temporary backing or lagging for excavation at soil nail walls may be left in place if approved in writing by the Engineer. There shall be no voids behind temporary backing or lagging that is left in place. Fillers used to eliminate voids between the excavation face and temporary backing or lagging shall be dimensionally stable, non-deteriorating material capable of supporting the earth pressures in both water saturated and dry conditions.

The Contractor shall remove all cobbles, boulders or portions of boulders, rubble, or debris which are encountered at the final wall alignment during wall face excavation and which protrude from the excavated face more than 50 mm into the design shotcrete thickness as shown on the plans. Such over excavation shall be backfilled with shotcrete.

The Contractor shall immediately notify the Engineer of the occurrence of raveling or local instability of the final wall face excavation due to the presence of groundwater, soil conditions, equipment vibration, or other causes.

Unstable areas shall be temporarily stabilized by means of buttressing the exposed excavation face with an earth berm or other methods approved in writing by the Engineer. Construction of the wall in unstable areas shall be suspended until remedial measures, submitted by the Contractor, and approved by the Engineer, have been taken.

The Contractor shall protect installed soil nails during excavation and subsequent operations. Any soil nails damaged during construction shall be replaced by the Contractor, at the Contractor's expense.

MEASUREMENT AND PAYMENT

Excavation and backfill for soil nail wall construction will be measured and paid for as structure excavation (soil nail wall) and structure backfill (soil nail wall).

Full compensation for geocomposite drain, working drawings and supplements, and for furnishing, constructing and removing shoring, working berms, and stabilizing berms, if required, for soil nail wall construction shall be considered as included in the contract price paid per cubic meter for structure excavation (soil nail wall) and no additional compensation will be allowed therefore.

Full compensation for shotcrete used to fill voids created by the removal of cobbles and boulders or other obstructions shall be considered as included in the contract price paid per cubic meter for shotcrete and no additional compensation will be allowed therefore.

10-1.34 SOIL NAIL ASSEMBLY

Soil nail assemblies and test soil nail assemblies, consisting of drilling holes in natural foundation materials, installing and grouting steel bars in drilled holes, anchorage systems, and testing of test soil nail assemblies, shall conform to the details shown on the plans, the provisions of the Standard Specifications, and these special provisions.

Geotechnical data and constructibility of soil nail wall are available to the Contractor for inspection at the District Office.

Attention is directed to "Order of Work" and "Soil Nail Wall Earthwork" of these special provisions.

Attention is directed to "Architectural Surface (Textured Concrete)" of these special provisions regarding construction restrictions related to architectural shotcrete work.

WORKING DRAWINGS

The Contractor shall submit a complete working drawing submittal for soil nail assemblies to the Officeof Structure Design (OSD) in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. All working drawings for soil nail assemblies shall be 559 mm by 864 mm in size. For initial review, 5 sets of drawings shall be submitted. After review, between 6 and 12 sets, as requested by the Engineer, shall be submitted to OSDfor final approval and use during construction.

Working drawing submittals for soil nail assemblies shall show the State assigned designations for the contract number, structure number, full name of the structure as shown on the contract plans, and District-County-Route-Kilometer post on each drawing and calculation sheet. The Contractor's name, address, and phone and FAX numbers shall also be shown on the working drawings. Each working drawing sheet shall be numbered in the lower right hand corner of the sheet.

The working drawing submittal for soil nail assemblies shall contain all information required for the construction and quality control of the soil nail wall, including the following:

A. The proposed schedule and detailed construction sequence of the installation and grouting of soil nails, application of shotcrete, and construction of cast-in-place reinforced concrete.
B. Complete details and specifications of the soil nail and test soil nail, including encapsulation materials and method of grouting the encapsulation, anchorage system, and type of packers or other appropriate devices to be used to ensure partial length grouting of test soil nails.
C. Grout mix designs and procedures involved in testing grout.
D. Grout placement procedures and equipment including minimum required cure time.
E. Details of the equipment proposed for testing soil nails, including jacking frame and appurtenant bracing, and the method and equipment for determining any displacement of the test soil nail relative to the grout during application of test loads.
F. Information on space requirements for installation equipment.
G. Drilling methods and equipment.

The working drawing submittal shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

The Contractor shall allow the Engineer 20 Working Days to review the soil nail working drawings after a complete submittal has been received. No soil nails shall be fabricated or installed until the Engineer has approved, in writing, the working drawing submittal for soil nail assemblies.

Should the Engineer fail to review the complete working drawing submittal within the time specified, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the soil nail working drawing submittal, an extension of time commensurate with the delay in completion of the work thus caused will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

MATERIALS

The materials specified below shall be used for construction of soil nail assemblies and test soil nail assemblies.

Soil Nail

Soil nails shall conform to the provisions for bar reinforcement in Section 52, "Reinforcement," of the Standard Specifications. When Grade 520 soil nails are shown on the plans, the soil nails shall conform to the requirements in ASTM Designation: A 615/A 615M. The soil nail shall be a reinforcing bar encapsulated full length in a grouted corrugated plastic sheathing. The bar shall be centered in the sheathing and the space between the sheathing and the bar shall be filled with grout.

Soil nail assemblies shall be lengthened or additional soil nail assemblies shall be installed when ordered by the Engineer. The lengthening or addition of soil nail assemblies, when ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Soil nails shall have a minimum length of 150 mm of thread on the anchorage end. Threading may be continuous spiral deformed ribbing provided by the bar deformations or may be cut into a reinforcing bar. If threads are cut into a reinforcing bar, the bar size shall be the next larger bar designation number from that shown on the plans and coarse threads shall be used. The epoxy coating at the anchorage end of epoxy coated bars may be omitted for a maximum length of 150 mm. Metal surfaces of assembled splices of epoxy coated bars shall be epoxy coated.

Corrugated plastic sheathing shall be either polyvinyl chloride (PVC) or high density polyethylene (HDPE). The minimum sheathing wall thickness shall be 1.0 mm.

HDPE shall have a density between 0.940 and 0.960-g/cm^3 when measured in conformance with the requirements in ASTM Designation: D 792, A-2.

The sheathing shall have sufficient strength to prevent damage during construction operations and shall be watertight, chemically stable without embrittlement or softening, and nonreactive with concrete.

At the option of the Contractor, soil nails may be spliced by submitting for approval the location of the spliced soil nails and the method of splicing, either butt welding or mechanical butt splicing.

Test Soil Nail

Test soil nails shall conform to the provisions for bar reinforcement in Section 52, "Reinforcement," of the Standard Specifications, and shall be of a size and grade determined by the Contractor.

Test soil nail assemblies shall be lengthened or additional test soil nail assemblies shall be installed when ordered by the Engineer. The lengthening or addition of test soil nail assemblies, when ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Test soil nails need not be epoxy coated or encapsulated in grouted plastic sheathing.

Splicing of test soil nails shall be made only at locations outside of the bonded length.

Grout

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. California Test 541 will not be required nor will the grout be required to pass through a screen with a 1.80-mm maximum clear opening prior to being introduced into the grout pump. Fine aggregate may be added to the grout mixture of portland cement and water in drilled holes 150 mm or greater in diameter, but only to the extent that the cement content of the grout is not less than 600 kilograms per cubic meter of grout. The Contractor is to submit a mix design for grout with sand and the grout with sand shall not be approved until it passes a performance soil nail test. Fine aggregate, if used, shall conform to the provisions in Section 90-2, "Materials," and Section 90-3, "Aggregate Gradings," of the Standard Specifications. Grout with fine aggregate shall have a nominal penetration equal to or greater than 90 mm when measured in conformance with California Test 533, and shall have an air content of equal to or less than 2 percent when measured in conformance with California Test 504. Air entraining admixtures shall not be used for grout with fine aggregate.

The consistency of grout with fine aggregate shall be verified prior to use by producing a batch to be tested. The test batch shall be produced and delivered to the project under conditions and in time periods similar to those expected during the placement of grout in the soil nails. Grout for the test batch shall be placed in an excavated hole or suitable container of adequate size to allow testing in conformance with California Test 533. The test batch shall demonstrate that the proposed grout mix achieves the specified nominal penetration. Upon completion of the testing, the grout 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.

CONSTRUCTION

Soil nails shall be installed in drilled holes in an expeditious manner so that caving or deterioration of the drilled hole does not occur. No portion of the drilled hole shall be left open for more than 60 minutes prior to soil nail placement and grouting unless otherwise approved by the Engineer.

Difficult soil nail assembly construction is anticipated due to steep terrain, caving soils, fractured and decomposed rock, weak rock, underground utilities, overhead utilities, the requirements of soil nail assembly embedment into natural foundation materials, sound control, traffic control, runoff water control, and rock fall hazards to Route 1.

Drilling

Drilling equipment shall be designed to drill straight and clean holes. The drilling method and the size and capability of the drilling equipment shall be as approved in the working drawings. Drill rigs shall have the capability of anchorage installation and grout placement through the use of drill casing or hollow-stem augers.

At locations where caving conditions are anticipated, sufficient casing and auger lengths shall be available on site to maintain uninterrupted installation of anchors.

At locations where hard drilling conditions such as rock, cobbles, boulders, or obstructions are anticipated, a down hole pneumatic hammer drill rig and drill bit shall be available on site to drill holes for soil nail assemblies.

Drilled holes for walls shall not extend beyond the right-of-way or easement limits as shown on the plans or as specified in these special provisions.

Holes shall be drilled in the natural foundation materials. Holes for test soil nail assemblies shall be of the same

diameter as those for the production soil nail assemblies they represent.

Holes shall be cleaned to remove material resulting from the drilling operations and to remove any other material that would impair the strength of the soil nail assemblies or test soil nail assemblies. Foreign material dislodged or drawn into the holes during construction of the assemblies shall be removed. Water for cleaning holes shall not be used, unless full hole length hollow-stem augers or casing is maintained in the same hole during cleaning and soil nail assembly installation. Soil nail assemblies and test soil nail assemblies shall not be installed in the drilled holes until the holes have been inspected by the Engineer.

Installing Soil Nails and Test Soil Nails

Soil nails and test soil nails shall be installed in the drilled holes using centralizers. Centralizers shall adequately support the bar in the center of the drilled hole and shall be spaced at 1500 mm on center, 500 mm (max) from end of soil nail and 900 mm (max) from top of drilled hole.

Where the soil nail cannot be completely inserted, the Contractor shall remove the bar and clean or redrill the hole to permit unobstructed installation. Partially installed bars shall not be driven or forced into the drilled hole and will be rejected. When open-hole drilling methods are being used, the Contractor shall have hole cleaning tools on-site suitable for cleaning drilled holes along their full length just prior to bar insertion and grouting.

Grouting

The length of drilled hole shall be verified and recorded by the Contractor before grouting.

Grout shall be injected at the low end of the drilled hole and shall fill the drilled hole with a dense grout free of voids or inclusion of foreign material. Cold joints shall not be used in grout placement. Soil nails shall be grouted full length.

Only the bonded length of test soil nails shall be initially grouted. Initial grouting shall be confined to the bonded length by packers or other approved devices. For test soil nails, grouting of the remainder of the drilled hole shall not be done until pullout tests have been completed and approved by the Engineer.

After placing the grout for soil nails and test soil nails, they shall remain undisturbed for the cure time stated in the approved soil nail working drawings.

Securing Soil Nails

Any remaining void at the exterior end of the drilled hole for a soil nail assembly shall be filled with shotcrete and the soil nail secured at the face of the shotcrete. The steel bearing plate shall be seated with full bearing on the shotcrete surface and the nut for the soil nail shall be hand tightened before the initial set of the shotcrete. The nut shall be made wrench tight after the shotcrete has set for 24 hours, unless a shorter time is approved by the Engineer.

Securing Test Soil Nails

Testing shall be performed against a temporary bearing yoke which bears directly on the shotcrete facing. Test loads transmitted through the temporary bearing yoke shall not fracture the shotcrete or cause displacement or sloughing of the soil surrounding the drilled hole. No part of the yoke shall bear within 150 mm of the edge of blockout.

Test soil nails shall be removed to behind the front face of the shotcrete after testing has been completed. The remaining length of void in the drilled hole shall be grouted and the blockout in the shotcrete facing filled with either grout or shotcrete.

Testing shall be subjected to measures specified in "Water Pollution Control" of these special provisions.

TESTING

Test soil nail assemblies shall be pullout tested by the Contractor in the presence of the Engineer. A pullout test shall consist of incrementally loading the assembly until either the pullout test load has been held for one minute or the total measured movement of the soil nail exceeds 15 mm, at which point the load shall be recorded as part of the test data and submitted to the Engineer at the conclusion of each test.

The Contractor shall monitor and record total movement of the test soil nail relative to the grout during application of the test load.

Applied test loads shall be determined by using either a calibrated pressure gage or a load cell. Movements of the end of the soil nail, relative to an independent fixed reference point, shall be measured and recorded to the nearest 25 µm at each increment of load, including the ending alignment load, during the load tests.

The pressure gage shall have an accurately reading dial at least 150 mm in diameter. Each jack and its gage shall be calibrated as a unit with the cylinder extension in the approximate position that it will have at final jacking force, and shall be accompanied by a certified calibration chart. Each jack and pressure gage assembly shall be calibrated in conformance with Section 50-1.08, "Prestressing," of the Standard Specifications. The load cell shall be calibrated and shall be provided with

an indicator capable of measuring the test load in the soil nail. The range of the load cell shall be such that the lower 10 percent of the manufacturer's rated capacity will not be used in determining the jacking force.

The test load may be verified by State forces with either State-furnished load cells or pressure cells, or with State-furnished Vibra-Tension equipment operated in conformance with the requirements of California Test 677. The Contractor shall provide sufficient labor, equipment, and material to install and support such testing equipment at the soil nails and to remove the testing equipment after the testing is complete, as ordered by the Engineer.

The pullout test procedures shall conform to the following:

A. The pullout test shall be conducted by measuring and recording the test load applied to the test soil nail and the test soil nail end movement at each load listed in the following loading schedule.

PULLOUT TEST LOADING SCHEDULE

AL
0.20M
0.30M
0.40M
0.50M
0.60M
0.70M
0.80M
0.90M
1.00M (PULLOUT TEST LOAD)
AL
(M = MAXIMUM TEST LOAD (kN) = 0.0141μD)
Where μ =Ultimate bond stress between grout and drilled hole as shown on the plans, in kPa; and D=actual drilled hole diameter, in millimeters.
(AL = ALIGNMENT LOAD = 0.1M)

B. Each increment of load shall be applied in less than one minute and held for at least one minute but not more than 2 minutes, except that the load equal to 0.70 m shall be held for 10 minutes. During the 10-minute load hold, the movement of the end of the soil nail shall be measured at 1, 2, 3, 4, 5, 6, and 10 minutes. The observation period for the 10-minute load hold shall start when the pump begins to apply the increment of load from 0.60 m to 0.70 m. If the creep movement measured between one minute and 10 minutes at 0.70 m is less than one mm, the load shall continue to be increased incrementally to 1.00 m, then reduced to the ending alignment load. The test soil nail assembly shall be considered acceptable if 1) the creep movement measured between one minute and 10 minutes is less than one mm, 2) the total measured movement is greater than 80 percent of the theoretical elastic elongation of the test nail unbonded length at the 1.0 m load, and 3) the total measured movement is less than 15 mm.

C. If the load of 0.70 m cannot be maintained for 10 minutes with one mm or less creep movement, the 0.70 m load shall be maintained for an additional 50 minutes. Total movement shall be measured at 15, 20, 25, 30, 45, and 60 minutes. If the test load is held for 60 minutes, a creep curve showing the creep movement between 10 minutes and 60 minutes shall be plotted as a function of the logarithm of time. If the creep curve plotted from the movement data indicates a creep rate of less than 2.0 mm for the last log cycle of time, the load shall continue to be increased incrementally to 1.00 m, then reduced to the ending alignment load. The test soil nail assembly shall be considered acceptable if 1) the creep curve plotted from the movement data indicates a creep rate of less than 2.0 mm for the last log cycle of time, 2) the total measured movement is greater than 80 percent of the theoretical elastic elongation of the test nail unbonded length at the 1.0 m load, and 3) the total measured movement is less than 15 mm.

D. The soil nail shall be unloaded only after completion of the test.

Test soil nails that fail to meet acceptance criteria shall be extracted when requested by the Engineer. Full compensation for extracting test soil nails shall be considered as included in the contract price paid per meter for soil nail assembly, and no separate payment will be made therefor.

The Contractor shall furnish to the Engineer complete test results for each soil nail assembly tested. Data for each test shall list key personnel, test loading equipment, test soil nail location, hole diameter and depth, bond length, type of soil, method of drilling, and amount of ground water encountered within the bond length. Test data shall also include the dates and times of drilling, test soil nail installation, grouting, and testing. The test load and amount of displacement shall be included in the test data when any displacement of the test soil nail relative to the grout occurs during application of the test load.

MEASUREMENT

Soil nail assembly and test soil nail assembly will be measured and paid for by the meter. The length to be paid for will be the length of soil nail assembly or test soil nail assembly measured along the bar centerline from the back face of shotcrete to the tip end shown on the plans or ordered in writing by the Engineer.

PAYMENT

The contract price paid per meter for soil nail assembly shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the soil nail assemblies, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Test soil nail assemblies will be paid for as soil nail assembly.

Full compensation for testing of the test soil nail assemblies shown on the plans shall be considered as included in the contract price paid per meter for soil nail assembly, and no separate payment will be made therefor.

Full compensation for repair of all damage to existing structures, restoration of grade in subsided areas, and all other damage done by drilling shall be considered as included in the contract price paid per meter for soil nail assembly, and no additional compensation will be allowed therefor.

Full compensation for furnishing, installing, and removing casing shall be considered as included in the contract price paid per meter for soil nail assembly, and no additional compensation will be allowed therefor.

Full compensation for furnishing, producing, and disposing of trial batch grout shall be considered as included in the contract price paid per meter for soil nail assembly, and no additional compensation will be allowed therefor.

10-1.35 MATERIAL CONTAINING AERIALLY DEPOSITED LEAD

Earthwork involving materials containing aerially deposited lead shall conform to the provisions in "Earthwork" and this section "Material Containing Aerially Deposited Lead" of these special provisions.

Attention is directed to "Aerially Deposited Lead" of these special provisions.

LEAD COMPLIANCE PLAN

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling material containing aerially deposited lead. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer for review and acceptance at least 7 days prior to beginning work in areas containing aerially deposited lead.

The Contractor shall not work in areas containing aerially deposited lead within the project limits, unless authorized in writing by the Engineer, until the Engineer has accepted the Lead Compliance Plan.

Prior to performing work in areas containing aerially deposited lead, personnel who have no prior training or are not current in their training status, including State personnel, shall complete a safety training program provided by the Contractor. The safety training program shall meet the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead."

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 5.

The Engineer will notify the Contractor of acceptance or rejection of any submitted or revised Lead Compliance Plan not more than 10 days after submittal of the plan.

The contract lump sum price paid for Lead Compliance Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personal protective equipment, training and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

DUST CONTROL

Excavation, and handling of materials containing aerially deposited lead shall result in no visible dust migration. The Contractor shall have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing aerially deposited lead.

10-1.36 QUALITY CONTROL SEED TESTING

In accordance with Sections 6-1.01, "Source of Supply and Quality of Materials" and 6-3.02, "Testing by Contractor" of the Standard Specifications, seed that is required for Erosion Control (Type D) shall be tested by the Contractor to ensure quality control of purity, germination, and pure live seed content of seed. The percent of seed germination shall include the germination percentage of hard and dormant seed.

The Contractor shall furnish the Engineer a written list of the sources of seed within 15 days after the Contract has been approved.

Not less than 60 days prior to applying seed, the Contractor shall furnish the Engineer a written list of the sources of seed, a copy of the original seed test certificate for each lot and the location of where the seed will be available for testing.

Within 10 working days of receipt of the written list, the Engineer, or his representative, shall take a sample for testing. Seed test results shall be submitted back to the Contractor no later than 30 working days following sampling. At that time, the Engineer shall inform the Contractor as to the acceptability of the seed in writing.

In the event the Engineer fails to inform the Contractor of the seeds acceptability within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in informing the Contractor, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

In the event the seed is found to be unacceptable, the Contractor will have 5 working days to review the test results and submit a proposal in writing to the Engineer to meet specified seed requirements. The Engineer shall have 5 working days to review the proposal and either accept or reject the Contractor's proposal.

Failure by the Contractor to provide acceptable seed to meet scheduled dates for seed application shall result in the "Retention of Funds" as specified in "Water Pollution Control" of these special provisions.

The seed sample taken will serve as the official sample to be submitted to a seed laboratory certified by the Association of Official Seed Analysts (AOSA) for seed testing. The sample seed and bulk seed from which the sample was taken will be officially tagged by the Engineer or his representative. The tagging shall remain in place and shall not be removed until directed by the Engineer. This is to ensure that the same seed tested is either used or rejected for use on the project.

Seed testing shall conform to the requirements specified in Section 20-2.10, "Seed" of the Standard Specificationsexcept that the percentage of total viable seed shall be determined by TZ (tetrazolium).

In accordance with Section 6-1.04, "Defective Materials" of the Standard Specifications, the Engineer shall determine the acceptability of the seed based on the test results and statement from the laboratory.

10-1.37 EROSION CONTROL (TYPE B)

Erosion control (Type B) shall conform to the plans, the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

All excavated slopes and disturbed areas above and around the soil nail walls shall be stabilized with erosion control (Type B) materials.

Erosion control (Type B) work shall consist of installing erosion control netting and twisted wire mesh, and securing the netting and wire mesh to the slope surface with slope anchors and rope restraints at locations shown on the plans.

Following the installation of erosion control (Type B), erosion control materials shall be applied onto the netting face, measured and paid for, as specified in Erosion Control (Type D) of these special provisions.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Erosion Control Netting

Erosion control netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 3776	400
Minimum Tensile Strength, kilonewtons, ASTM Designation: D 4595-86	9.0 to 11.3 kN/m in longitudinal direction (dry) 5.0 to 10.7 kN/m in cross-direction (dry) 6.0 to 9.8 kN/m in longitudinal direction (wet) 4.0 to 9.4 kN/m in cross- direction (wet)
Roll Width, meters, min.	4
Area/Roll, square meters, min.	200
Open Area, percent	63-70

Staples

Staples for erosion control netting shall be as shown on plans.

Twisted Wire Mesh

Twisted wire mesh materials shall conform to the following:

All structural steel components shall comply with ASTM Designation A 36.

All bolts, nuts, and washers shall comply with ASTM Designation A 325.

The wire rope shall be galvanized in accordance with the requirements of Federal Specification RR-W-410D.

Twisted wire mesh, shall be zinc coated (244 g per square meter), 12 gauge, and polyvinyl chloride coated (15 mils minimum film thickness).

The twisted wire mesh shall be coated with the PVC material after the zinc coating is applied. The PVC costing shall be resistant to degradation by ultraviolet (UV) radiation. The color of the PVC shall be black or dark brown and be approved by the Engineer prior to installation.

The mesh shall form a uniform hexagonal pattern and shall be formed with a non-raveling twist. The major axis of any opening shall not exceed 120 mm. The area of hexagonal opening shall be approximately 83 mm by 114 mm. The twisted wire mesh panel shall be approximately 3.6 meters wide.

Individual wires of mesh shall meet the following minimum requirements:

Property	Test Method	Value
Tensile Strength (Mpa)	ASTM A 370	414 Min

Tie wires used to fasten the mesh to cables or to adjacent panels shall be galvanized and no smaller than 13.5 gauge. The twisted wire mesh shall be securely fastened to the rock drapery system.

Slope Anchors

Slope anchors shall conform to the following:

A. Slope anchors installed in soil shall be made of ductile iron with minimum yield strength of 16 KN. The anchor shall be designed to pivot once embedded into the ground. The anchor pivoting below ground while the anchor is being set achieves holding capacity and pull out resistance. The anchor shall be hot dipped galvanized and shall be equipped with a forged screw zinc coated anchor rod. The anchor rod shall have a minimum diameter of 9.5 mm. and an overall length of 1.0M. The entire anchor rod shall be threaded.

B. Anchors installed in rock shall be galvanized metal rod with a minimum diameter of 25.4 mm. The top 50 mm of each rod shall be threaded.

Grout

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting" of the Standard Specifications. California Test 541 will not be required nor will the grout be required to pass through the screen with a 1.8 mm-maximum clear opening prior to being introduced into the grout pump. Fine aggregate may be added to the grout mixture of Portland cement and water drilled in holes 152 mm in diameter or greater, but only to the extent that the cement content of the grout is not less than 502 kilograms per cubic meter of grout. Fine aggregate, if used, shall conform to the provisions in Section 90-2 "Materials" and section 90-3, "Aggregate Grading," of the Standard Specifications.

Anchor Plate

Anchor plates shall be metal and treated with a corrosion resistant coating. Anchor plates shall have bent corners and be of dimensions as shown on the plans.

Rope Restraint

Rope restraint shall be a 15.8 mm minimum diameter hemp rope that is multi-strand and braided.

Miscellaneous Material

All miscellaneous hardware such as thimbles, bolts, nuts, etc., shall be galvanized and conform to Section 75, "Miscellaneous Metals," of the Standard Specifications.

INSTALLATION

Erosion control (Type B) shall be installed as follows:

Slope ladders shall be employed during installation as needed to prevent sloughing of material.

Following the application of compost, erosion control netting strips shall be placed loosely on the slope with the vertical joints perpendicular to the slope contour lines. Vertical and transverse joints of each strip shall be overlapped a minimum of 100 mm with adjacent strips and stapled. Staples shall be driven perpendicular to the slope, and shall be located and spaced as shown on the plans. Staples shall be driven such that the top of the staple is flush with the ground surface. All ends of the netting shall be buried in place as shown on the plans.

Wire mesh shall be placed over the erosion control netting with the vertical joints perpendicular to the slope contour lines and staggered between sections of the erosion control netting such that vertical joints of the mesh are not located on top of vertical netting joints.

Wire mesh shall be secured to the slope with anchor bolt assemblies as shown on the plans. Each wire mesh panel shall overlap the adjacent panel by 100 mm and shall be fastened together with tie wires 150mm apart along the overlapped edged. Due to irregular slope surface, individual panels may not overlap each other along the panel edges. In order to mold each panel to lie flush with the slope face and to maintain as perpendicular as possible the alignment of each panel, some gaps between panels may be necessary. Gaps shall be filled by installing filler panels fitted to provide the specified overlap requirement shall be attached by either threading and lacing a tie wire along the perimeter edge or installing ties at a maximum spacing of 150mm along the perimeter.

The Anchor rod shall be tensioned to set the anchor. Once the rod has been driven into the soil to its maximum depth, the anchor rod shall be drawn back at least 100mm or a torque of 1.5 ft./lbs. (18inch-lbs.) is achieved to ensure that the anchor has reached full pivot. A torque wrench may be required to verify pull out resistance. The Engineer shall randomly test installed slope anchors to verify adequate pull out strength.

Once the wire mesh panels are laid down, the anchor plate and rope restraints shall be installed to secure all sections of wire mesh together. Anchor plates shall be located and spaced as shown on the plans. Anchor bolt assemblies shall be located at the overlapped edge portion of adjoining panels or at a closer interval that conforms to the existing topography, as shown on the plans.

Drilled holes for metal anchor rods installed in rock shall be a minimum of 50 mm in diameter and filled with grout prior to insertion of the rod. The length of the drill hole shall be long enough to accept the full length of the metal rod. All anchors installed in drilled holes shall have at least 2 centralizers equally spaced to adequately support and center the rod in the drilled hole.

The requirement for a drilled hole and grout backfill is contingent on the rock hardness, ability to drive the anchor and ability to draw back the anchor in order to achieve full pivot.

Care shall be taken to ensure that a sufficient length of the threaded portion of all slope anchors is above the plane of the slope to accept the metal anchoring plate, washers and nuts.

A rope restraint shall be installed as shown on the plans and secured at each anchor plate. A wire rope restraint shall be installed at the top perimeter by threading the restraint through the top longitudinal edge of each panel and securing the restraint to the anchor assemblies. The top of the mesh is then folded over this perimeter restraint rope, fastened and mesh panel laid down on the slope.

CERTIFICATE OF COMPLIANCE

The contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in accordance with the provisions of Section 6-1.07 "Certificate of Compliance" of the Standards.

MEASUREMENT AND PAYMENT

The quantity of Erosion Control (Type B) will be determined by the square meter from actual measurement of the area covered by the erosion control netting and wire mesh excluding overlapped portions.

The contract price paid per square meter for Erosion Control (Type B) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, securing, and anchoring

erosion control netting and wire mesh complete in place as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.38 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to embankment and excavation slopes, erosion control (Type B), erosion control (netting) areas, and other areas disturbed by construction activities.

The optimal period for applying erosion control (Type D) shall be during the period starting September 1 and ending November 30; or, if the slope on which the erosion control is to be placed is finished during the rainy season as specified in "Water Pollution Control" of these special provisions.

Erosion control materials shall be applied to various constructed areas. Specific treatment shall be applied as follows:

Embankment and excavation slopes and other areas disturbed by construction activities shall be treated with compost, seed, mycorrhizal inoculum, straw, and stabilizing emulsion (Applications A, B and C).

Ditches and embankment slopes lined with erosion control (Netting) shall be treated with compost, seed, mycorrhizal inoculum, and stabilizing emulsion following installation of the netting (Applications A and C).

Excavation slopes treated with topsoil shall be treated with compost, seed, mycorrhizal inoculum, and stabilizing emulsion following the installation of erosion control (Type B) (Applications A and C).

Application of erosion control materials shall be as specified elsewhere in this special provision.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Non-legume native grass species, native shrub species and native legume seed shall be collected from an area in and around the project location as follows:

A. No more than ten miles north and south and three miles inland from the project location.
B. Native shrub species and native legume seed shall be derived from collected sources.
C. Non-legume native grass species may be derived from either collected sources or from propagation of collected stock.

All collected and propagated native seed shall comply with the requirements and provisions outlined in the "Guidelines for Seed Collection and Certification Standards" included in the informational handout for this project.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
B. Inoculated seed shall have a calcium carbonate coating.
C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
E. Legume seed shall consist of the following:

LEGUME SEED
Pure live seed

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus purshianus (Purshings Lotus)	85	4
Lupins bicolor (Annual Lupine)	85	13

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED
Pure live seed

Botanical Name (Common Name)	Percent Purity (minimum)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Baccharis pilularis var. pilularis * (Coyote Bush) **	2		0.5
Artemisia californica * (California Sagebrush)**	10		0.5
Ceanothus thyrsiflorus * (Ceanothus Blue Blossom)**	95		3
Rhamnus californica * (Coffeberry) **	95		1.5
Mimulus aurantiacus * (Sticky Monkeyflower) **	5		1
Vulpia microstachys (Three Week Fescue) **		40	7
Elymus glaucus, (Blue Wildrye) **		40	18
Nassella pulchra (Purple Needle Grass) **		40	2
Festuca idahoensis (Idaho Festuca) **		35	7
Hordium brachyantherum californicum (Meadow Barley) **		40	30
Hordeum vulgare Var. UC 337 or 603 (Sterile cereal Barley)		80	35

* When applying pure live seed to unlined ditches seed mixture shall not contain these coastal scrub species.

** Native species

Endomycorrhizal Inoculum

Endo (arbuscular) mycorrhizal inoculum shall be registered by the California Department of Food and Agriculture and consist of spores, mycelium and mycorrhizal root fragments in a solid carrier suitable for handling by hydro-seeding. The carrier shall be the material in which the inoculum was originally produced, and may include organic materials, vermiculite, perlite, calcined clay, or other approved materials consistent with mechanical application and with good plant growth.

Each endomycorrhizal inoculum shall carry a supplier's guarantee of 80,000 propagules minimum per kilogram. the minimum propagule count shall be shown on each label provided. If more then one fungal species is claimed by the supplier, the label shall include a guarantee for each species of mycorrhizal fungus claimed.

Endomycorrhizal fungal species shall be suitable for the pH of the soil at the planting site. If the inoculum consists of a mixture of species, no more than 20% of the claimed propagule count shall consist of fungal species known to be unsuitable for the pH of the soil at the planting site.

A sample of approximately 28 grams (one ounce) of inoculum will be taken from each inoculum container by the Engineer. The number of propagules will be determined by laboratory testing. Propagules shall include live spores, mycelial fragments and viable mycorrhizal root fragments.

Endomycorrhizal inoculum shall be stored, transported and applied at temperatures of less than 32° C (90° F)

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Straw shall be derived from rice straw or from a combination of native grass seed species specified at no additional cost to the State.

Compost

At the option of the Contractor, compost may be either A, B, or any combination of both:

A. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products.
B. Class A, exceptional quality biosolids composts, conforming to the requirements in United States Environmental Protection Agency (EPA) regulation 40 CFR, Part 503c.

Compost shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rock shall not exceed 0.1-percent by weight or volume.

Compost shall be thermophilically processed for 15 days. During this process, the compost shall be maintained at minimum internal temperature of 55˚C and be thoroughly turned at least 5 times. A 90-day curing period shall follow the thermophilic process.

Compost shall be screened through a screen no larger than 12 mm.

Compost shall measure at least 6 on the maturity and stability scale with a Solvita test kit.

A Certificate of Compliance for compost shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall state the Solvita maturity and stability scale test result of the compost.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive derivative Plantago ovata used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in separate applications in the following sequence:

A. The following mixture in the rates indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	17
Non-Legume Seed	105.5
Mycorrhizal inoculum	90.0
fiber	320

Material	Cubic Meter Per Hectare (Slope Measurement)
Compost	2

B. Straw shall be applied at the rate of 4 tonnes per hectare based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.
C. The following mixture in the rates indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	320
Stabilizing Emulsion (Solids)	140

Material	Cubic Meter Per Hectare (Slope Measurement)
Compost	2

Hydraulic application of materials for erosion control (Type B) and erosion control (Netting) areas shall be applied by hose, from the ground. Erosion control (Type D) materials shall be applied at close range onto the slope face such that the materials are well integrated into the erosion control (Type B) or erosion control (netting) and in close contact with ground surface. Application shall be perpendicular to the slope face such that erosion control (Type B) or erosion control (netting) materials are not damaged or displaced. Any erosion control (Type B or erosion control (netting) materials that are damaged or displaced shall be immediately repaired by the Contractor at no cost to the State.

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The rates of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

Compost (erosion control) will be measured by the cubic meter in the vehicle at the point of delivery in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

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

The quantity of mycorrhizal inoculum will be measured and paid for by the kilogram as determined from the marked mass on the container.

The contract price paid per kilogram for mycorrhizal inoculum shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying mycorrhizal inoculum for erosion control, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.39 MOVE-IN/MOVE-OUT (EROSION CONTROL)

Move-in/move-out (erosion control) shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of erosion control (Types D), as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of erosion control (Types D) elsewhere in these special provisions.

Quantities of move-in/move-out (erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of erosion control (TypeD), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of move-in/move-out (erosion control) required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of move-in/move-out (erosion control).

10-1.40 FIBER ROLLS

Fiber rolls shall conform to the details shown on the plans and these special provisions.

MATERIALS

Fiber rolls shall consist of one of the following:

A. Fiber rolls shall be constructed on the project site with manufactured blankets consisting of one material or a combination materials consisting of wood excelsior, rice, wheat straw, or coconut fibers. The blanket shall measure approximately 2 m to 2.4 m wide by 20 m to 29 m in length. Wood excelsior material shall have individual fibers, 80 percent of which shall be 150 mm or longer in fiber length. Blankets shall have a photodegradable plastic netting or biodegradable jute, sisal or coir fiber netting on at least one side. The blanket shall be rolled on the blanket's width and secured with jute twine spaced 2 m apart along the roll for the full length and 150 mm from each end of the individual rolls. The blanket shall be rolled so that the netting is on the outside of the finished roll. The finished roll diameter shall be a minimum of 200 mm and a maximum of 250 mm and shall weigh not less than 0.81 kg/m. Overlapping of more than one blanket may be required to achieve the finished roll diameter. When overlapping is required, blankets shall be longitudinally overlapped 150 mm along the length of the fabric.
B. Fiber rolls shall be pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic netting, biodegradable jute, sisal or coir fiber. Each roll shall be a minimum of 200 mm and a maximum of 225 mm in diameter 3 m to 6 m in length and shall weigh not less than 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the individual rolls.
C. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 600 mm in length. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake to the Engineer prior to installation. The tops of the metal stakes shall be bent over at a 90-degree angle. No additional compensation will be allowed for the use of a metal stake.
D. Rope restraint shall be a 15.8 mm minimum diameter hemp rope that is multi-strand and braided.

INSTALLATION

Installation of fiber rolls on open soil areas shall be as follows:

A. Fiber rolls shall be joined tightly together to form a single linear roll that is installed approximately parallel to the slope contour. Fiber rolls shall be installed prior to the application of other erosion control materials.
B. Furrows shall be constructed at a slight angle to the slope contour as shown on the plans, to a depth of 50 mm to 100 mm, and at a sufficient width to hold the fiber rolls.
C. Rolls shall be installed at contour intervals of 6 m of elevation in the furrows with the first row installed 1.5 m above the toe of slope. Individual rolls shall be placed with adjacent ends butted firmly to each other to create a continuous linear roll. Field adjustments may be required to conform with contour grading.
D. Stakes shall be installed 1.2 m apart along the total length of the rolls and 125 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll.

Installation of fiber rolls on areas covered with netting shall be installed as shown on the plans and as follows:

A. Fiber rolls shall be joined tightly together with an overlap at adjoining sections to form a single linear roll that is installed approximately parallel to the slope contour. Fiber rolls shall be installed prior to the application of other erosion control materials.
B. Fiber rolls shall be constructed at a slight angle to the slope contour as shown on the plans. Furrowing is not required on netted surfaces.
C. Rolls shall be installed at contour intervals of 6 m of elevation in the furrows with the first row installed 1.5 m above the toe of slope. Individual rolls shall be placed with adjacent ends butted firmly to each other to create a continuous linear roll. Field adjustments may be required to conform with contour grading.
D. Stakes shall be installed 1.2 m apart along the total length of the rolls along both sides of the roll in a staggered pattern. Stakes shall be installed 125 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll. Staking of overlapped sections of fiber rolls at adjoining sections shall be as shown on the plans. Stakes shall be notched to a maximum depth of 15.8 mm as shown on the plans to accommodate the rope restraint.
E. Following installation of the stakes, a rope restraint shall be installed to lash and restrain the fiber roll from movement. The restraint shall be tightly lashed and tied off at the ends. Once the restraint has been lashed and tied off, each stake along both sides of the fiber roll shall be driven again to remove any displacement and dislodgment of the stakes during lashing installation.

MEASUREMENT AND PAYMENT

Fiber rolls will be measured by the meter from end to end along the centerline of each linear roll.

The contract price paid per meter for fiber rolls shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and anchoring fiber rolls on open soil and netted surfaces, complete in place, including stakes and rope restraints, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.41 TOPSOIL

Within the disposal area the dedicated topsoil stockpile location shall be constructed to a limit whereby stripped topsoil can be placed without constant disruption or movement of the stockpile.

Topsoil shall be obtained from sources within the project as shown on the plans and in conformance with the provisions in Section 19-2.07, "Selected Material," and Section 20-2.01, "Topsoil," of the Standard Specifications and these special provisions. Topsoil work shall consist of excavating, windrowing or stockpiling, removing from windrows or stockpiles, spreading, and compacting topsoil as shown on the plans or as designated by the Engineer.

Attention is directed to "Clearing and Grubbing" of these special provisions regarding the clearing of vegetation. Excavating topsoil shall not be performed in an area until clearing and grubbing has been completed in that area.

Topsoil shall be obtained by excavating the top 0.6 m of material from proposed excavation and embankment areas and other areas shown on the plans or designated by the Engineer. Topsoil shall be stockpiled at a designated stockpile site shown on the plans. Rocks and plant material in excess of 100 mm in greatest dimension shall be removed from the excavated topsoil.

Upon completion of the grading operations for the stepped excavation and embankment slopes and other areas to receive topsoil, the topsoil shall be spread to a uniform depth of not less than 0.6 m on embankment slopes and compacted or stabilized in a manner that retains the material in place on the slopes. Topsoil shall be placed on stepped excavation slopes as shown on the plans. The topsoil shall not be compacted or stabilized to the degree that the topsoil is not maintained as a viable growing medium.

Attention is directed to "Erosion Control (Type B)" and "Erosion Control (Type D)" of these special provisions regarding the application of erosion control materials. Topsoil shall be placed on the designated areas before fiber rolls or any other erosion control materials are applied.

10-1.42 ROADSIDE CLEARING

Prior to clearing and grubbing and removal of select material, all areas specified in these special provisions for removal of select material and stockpiling as shown on the plans shall be cleared of all trash, debris and exotic species.

In addition, trash and debris shall be removed from the entire highway right of way areas a minimum of once per week throughout the duration of the contract.

In addition to removing trash, debris and exotic species, areas to be cleared and grubbed prior to the removal of select material within the project area shall be cleared as specified herein:

A. Existing vegetation shall be reduced to chips and left in place.
B. Exotic species Cortaderia (Pampas Grass) shall be killed and removed within the areas specified in these special provisions. The Contractor shall refer to supporting information for this project on field identification of this plant. Pesticides shall not be used to kill exotic species. All top growth and root systems shall be removed in their entirety. Prior to seed head removal, seed heads on stalks shall be bagged in plastic, tightly secured and the stalks cut below the bagged heads. Mechanical removal equipment is allowed for remaining portions of the plant. Care shall be taken to thoroughly remove all clippings and seed heads. The Engineer shall have both individual species and clumps of the exotic species identified in the field with high visibility paint prior to removal. The Contractor shall notify the Engineer 5 days prior to killing and removal work to allow enough time for marking of the exotic species to be removed. Removal of exotic species outside of areas specified in these special provisions will be paid for in accordance with Section 4-1.03D, "Extra Work" of the Standard Specifications.

After the initial roadside clearing is complete, additional roadside clearing work shall be performed as necessary to maintain the areas.

Exotic Species Control

Exotic species control shall also conform to the following:

A. Removed exotic species 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.

B. Care shall be taken while handling removed exotic species not to distribute weed seed within the construction site or during the transport to the disposal site. Removed seed heads shall be bagged in plastic and tightly sealed prior to disposal.

MEASUREMENT AND PAYMENT

Full compensation for Roadside Clearing including, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in killing, removal and disposal of exotic species and debris as specified in the Standard Specifications and these special provisions shall be considered as included in the contract lump sum paid for Roadside Clearing and no additional compensation will be allowed therefor.

Roadside clearing work shall not include work required to be performed as clearing and grubbing as specified in Section 16, "Clearing and Grubbing," of the Standard Specifications.

10-1.43 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Embankment slopes shall be finished in accordance with Section 19-2.05 'Slopes' of the Standard Specifications and shall be finished by running track laying or compaction equipment perpendicular to the slope contours. Several passes may be required to consolidate the slope face to achieve 90 % relative compaction or to the satisfaction of the Engineer. Water shall be used to facilitate compaction, but the application of such shall not result in any runoff being generated that will cause erosion.

Full compensation for finishing roadway shall be considered as included in the contract price paid per Cubic meter for roadway excavation and no additional compensation will be allowed therefor.

10-1.44 PREPARE AND STAIN SHOTCRETE

This work shall consist of preparing and staining shotcrete surfaces, where shown on the plans, and in conformance with these special provisions.

Attention is directed to "Dewatering and Non Storm Water Discharge Control" elsewhere in these special provisions for temporary storage and disposal of liquid and effluent runoff and residue generated from preparing and staining operations.

Preparing and staining shotcrete surfaces shall be performed by the same contractor that sculpted the shotcrete surface.

MATERALS

The stain shall consist of a base and accent stain material. The base stain shall be an organic based non-toxic iron oxide derivative. The accent stain shall be a water base solution of metallic salts that penetrate and react with the shotcrete surface to produce insoluble, abrasion-resistant color deposits in the pores of the shotcrete. The accent stain shall contain dilute acid to etch the shotcrete surface so that the staining ingredients can penetrate the shotcrete.

The stain shall be formulated and applied so that the color of the stained shotcrete is in the range of brown and gray earthtones and match existing rock formations on the site.

TEST PANEL

The Contractor shall furnish preconstruction test panels for shotcrete and submit to the Engineer, not less than 7 days prior to applying the shotcrete stain to the test panels, a copy of the manufacturer's recommendations and written application instructions.

DEBRIS CONTAINMENT AND COLLECTION PROGRAM

Prior to commencement of shotcrete staining operations, the Contractor shall submit to the Engineer a containment and collection program for liquid and effluent runoff and residue resulting from preparing, staining, and rinsing shotcrete surfaces. The Engineer will notify the Contractor of the approval or rejection of the containment and collection program within 2 weeks of the Contractor's complete submittal. No shotcrete staining work shall be performed until the Engineer has reviewed and approved the debris containment and collection program.

The containment and collection program shall be included in the Storm Water Pollution Prevention Plan (SWPPP), as specified in "Water Pollution Control" of these special provisions.

The containment system shall contain all liquid and effluent runoff and residue resulting from preparing, staining, and rinsing stained shotcrete surfaces.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised containment and collection program, nor for any delays to the work due to the Contractor's failure to submit acceptable programs.

Disposal of water and debris collected by the containment system shall be performed in conformance with all applicable Federal, State, and Local hazardous waste laws. Laws that govern this work may include:

A. Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act).
B. Title 22, California Code of Regulations, Division 4.5, (Environmental Health Standards for the Management of Hazardous Waste).
C. Title 8, California Code of Regulations.

Temporary storage and disposal of liquid and effluent runoff and residue shall be in accordance with the provisions in "Dewatering and Non-Storm Water Discharge Control" of these special provisions.

SURFACE PREPARATION

Shotcrete surfaces to be stained shall only be cured in conformance with the provisions of Section 90-7.01A, "Water Method" of the Standard Specifications.

Staining shall only be applied after the wall has been completely sculpted.

Shotcrete surfaces to be stained shall be prepared in conformance with the requirements of SSPC-SP 13, "Surface Preparation of Concrete," of the Structural Steel Painting Council. Prior to staining operation, the Contractor shall clean all shotcrete surfaces to be stained by water rinsing as defined in Section 59-1.03, "Application," of the Standard Specifications.

STAIN APPLICATION

Before applying stain to the sculpted shotcrete surface, stain shall be applied to a minimum of two 3.0 m x 3.65 m test locations designated by the Engineer. The Contractor shall notify the Engineer not less than 5 days prior to applying the stain material to the test areas. The Engineer shall approve the appearance at the test locations prior to commencement of staining operations on the remaining sculpted shotcrete surfaces. If ordered by the Engineer, additional staining test shall be performed until the specified finish and color are obtained, as determined by the Engineer.

Shotcrete surfaces to be stained shall be tested for acceptance of stain per the manufacturer's recommendations prior to commencing work. Any areas that resist accepting stain shall be cleaned as approved by the Engineer.

The stain shall be applied in conformance with the provisions for paint application in Section 59-1.02,"Weather Conditions," of the Standard Specifications, except that application of stain will not be permitted when the atmospheric or shotcrete surface temperature is at or below 10°C, or above 35°C.

The Contractor shall apply percentage strength applications of the base stain, in accordance with the manufacturer's recommendations, in order to achieve varying hues and darkness of colors that mimic and match the natural colors of the local geology. All stain applications shall be applied per the manufacturer's recommendations in a minimum of 3 separate applications as follows:

1. The first and second applications shall consist of applying varying percent strength mixtures of base stain to match the natural rock colors of the local geology.
2. The third application shall consist of applying accent stain.

The stain shall be applied uniformly, working to avoid excessive rundown. The stain shall be worked into the shotcrete surface in circular motions with a nylon-bristled brush. Drips, puddles or other irregularities shall be worked in with a brush.

After the last coat of stain has dried, all stained surfaces shall be rinsed with clean water. Any damaged areas shall be repaired in the same manner as the original surface preparation and stain application.

MEASUREMENT AND PAYMENT

Full compensation for shotcrete staining, including preparing and applying stain to shotcrete surfaces, repairing damaged areas, preparing the Debris and Runoff Containment and Collection Program and collecting and handling, liquid and effluent runoff and residue shall be considered as included in the contract price paid per square meter for Architectural surface (Textured Shotcrete) and no separate payment will be made therefore.

10-1.45 ARCHITECTURAL SURFACE (TEXTURED SHOTCRETE)

Architectural surface treatment for textured shotcrete surfaces shall conform to the details shown on the plans and the provisions in Section 51, "Concrete Structures," and Section 53, "Shotcrete," of the Standard Specifications and these special provisions.

The architectural surface treatment shall be a sculpted shotcrete finish simulating the strata lines and colors of the local geology.

PROJECT REFERENCES

The architectural surface treatment shall resemble in appearance the texture, pattern, surface relief, strata line detail, and staining treatment of the model located in the lobby of the Caltrans District Office located at 111 Grand Avenue, Oakland, California, and other completed walls in the District as follows:

1. Route 92, in San Mateo County between Route 35 and Pilarcitos Creek.
2. Route 17, in Santa Clara County adjacent to the southbound lane approximately ¼ mile below the summit.
3. Route 1, south of Stinson Beach, at K.P. 14.2 in Marin County (below the roadway).
4. Route 80, in Contra Costa County, in San Pablo, on the east side of the route at the north end of the San Pablo Dam Road Eastbound On-Ramp.

Photos characterizing the final wall aesthetics are available to the Contractor for inspection at the District Office. The photos provided and the model shall serve as criteria for determining final approval of the test panel and acceptance of final wall sculpting and staining.

TEST PANEL

A test panel at least 3.0m x 3.65m in size shall be successfully completed at a location approved by the Engineer before beginning work on architectural surface treatment. The test panel shall be constructed and finished with the materials, tools, equipment and methods to be used in constructing, sculpting, finishing, and staining the architectural surface for the finished work. The test panel shall resemble in appearance the texture, pattern, surface relief, strata line detail, and staining treatment of the referee sample, and the color shall match existing rock formations on the site. If ordered by the Engineer, additional test panels shall be constructed and finished until the specified finish, texture and color are obtained, as determined by the Engineer.

The test panel approved by the Engineer shall be used as the standard of comparison in determining acceptability of architectural surface treatment for shotcrete surfaces.

At the discretion of the Engineer, the test panel may be constructed on an unfinished portion of the soil nail wall being constructed.

SHOTCRETE SCULPTING

Experience in shotcrete sculpting and staining is highly desirable and will be an important factor in determining the Contractor's qualifications to perform the architectural surface treatment. The Contractor shall furnish evidence of at least 15 years experience to the Engineer, including, but not limited to, project references, dates, names, phone numbers, and color photos.

The layout of strata lines shall only be performed on walls fully constructed from top to bottom of wall including the shotcrete apron. This also applies to the full length of the wall. No sectional layout, sculpting, or staining work will be allowed as the wall is constructed in sections.

Sculpting and staining personnel responsible for construction of the referee panel shall be the same personnel used to sculpt and stain the wall throughout the duration of the project.

The layout of strata lines throughout the shotcrete surface shall be performed in 2 stages. The Contractor shall notify the Engineer not less than 3 days prior to the first stage. The first stage shall consist of applying high visibility paint to the wall face to illustrate the strata line patterns as shown on the plans. The same personnel who will sculpt the wall face shall perform the layout of the primary and secondary strata lines. The first stage shall be approved by the Engineer prior to beginning the second stage. The second stage shall consist of installing reinforcing support parallel to the primary strata lines as shown on the plans.

After the second stage is approved by the Engineer, shotcrete shall be applied as shown on the plans and in conformance with "Shotcrete," of these special provisions. The sculpting personnel shall direct the amount of shotcrete to be applied during the sculpting operation to provide the desired finished architectural detail and relief.

SHOTCRETE PREPARING AND STAINING

Shotcrete preparing and staining shall conform to "Prepare and Stain Shotcrete" of these special provisions.

Liquids, residues and debris resulting from architectural surface (textured shotcrete) work shall be disposed of in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications and "Water Pollution Control" and "Dewatering and Non Storm Water Discharge Control" elsewhere in these special provisions .

MEASUREMENT AND PAYMENT

Architectural surface (Textured Shotcrete) will be measured and paid for by the square meter. Shotcrete for architectural surface (textured shotcrete) will be measured and paid for as provided in "Shotcrete" of these special provisions.

The contract price paid per square meter for Architectural surface (Textured Shotcrete) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in architectural surface treatment, complete in place, including layout of strata lines, constructing test panels, shotcrete sculpting, preparing and staining the shotcrete, and bar reinforcing steel associated with the architectural surface treatment, and disposal of liquids residue and debris as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.46 EROSION CONTROL (NETTING)

Erosion control (netting) shall conform with the details as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Erosion control (netting) work shall consist of furnishing, installing, and maintaining control netting in ditches or swales, on embankment slopes, excavation slopes and other locations as shown on the plans.

Following the installation of erosion control (netting), erosion control materials shall be applied onto the netting face as specified in "Erosion Control (Type D)," of these special provisions.

MATERIALS

Materials for the erosion control (netting) shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Erosion Control Netting

Erosion control netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 3776	400
Minimum Tensile Strength, kilonewtons, ASTM Designation: D 4595-86	9.0 to 11.3 kN/m in longitudinal direction (dry) 5.0 to 10.7 kN/m in cross-direction (dry) 6.0 to 9.8 kN/m in longitudinal direction (wet) 4.0 to 9.4 kN/m in cross- direction (wet)
Roll Width, meters, min.	4
Area/Roll, square meters, min.	200
Open Area, percent	63-70

Staples

Staples shall be as shown on the plans.

INSTALLATION

Erosion control (netting) shall be installed in ditches or swales, on embankment slopes, or excavation slopes as follows:

A. Erosion control (netting) strips shall be placed loosely along the ditch or swale with the longitudinal edges and joints parallel to the centerline of the ditch or swale. Longitudinal joints of netting shall be overlapped and stapled. Transverse joints of netting shall be secured in intermediate joint trenches. Staples shall be driven perpendicular to the slopes. Ends of the netting shall be secured in place in key trenches.

B. Erosion control (netting) strips shall be placed loosely on the embankment or excavation slope with the longitudinal joints perpendicular to the slope contour lines. Longitudinal and transverse joints of netting shall be overlapped and stapled. Staples shall be driven perpendicular to the slopes. Ends of the netting shall be secured in place in key trenches.

MAINTENANCE

Erosion control (netting) shall be repaired or replaced on the same day the damage occurs. Washouts between joints or beneath the erosion control (netting) shall be repaired.

Erosion control (netting) damaged during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be repaired or replaced at the expense of the Contractor.

MEASUREMENT AND PAYMENT

The quantity of erosion control (netting) will be measured by the square meter as determined from actual slope measurements of the areas covered by the erosion control (netting) excluding overlaps.

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

10-1.47 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

10-1.48 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The Department's mechanical splices prequalified list can be found at the following internet site:

http://www.dot.ca.gov/hq/esc/approved_products_list/

The provisions of "Welding Quality Control" of these special provisions shall not apply to resistance butt welding.

10-1.49 SHOTCRETE

Shotcrete shall conform to the provisions in Section 51, "Concrete Structures," and Section 53, "Shotcrete," of the Standard Specifications and "Architectural surface (Textured Shotcrete)" of these special provisions.

Shotcrete operations shall completely encase all reinforcement and other obstructions shown on the plans. Exceptional care shall be taken to properly encase the reinforcement and other obstructions with shotcrete.

Attention is directed to the section, "Order of Work," in these special provisions regarding furnishing preconstruction shotcrete test panels.

The following Shotcrete operations shall not be conducted during rain events:

1. Soil nail grouting.
2. Application of temporary and/or permanent shotcrete.
3. Cleaning and maintenace of grout mixer/pump equipment.

Except for finish coats, shotcrete shall be applied by the wet-mix process only.

Finish coats, applied by the dry-mix process, may be used only when approved by the Engineer.

Shotcrete shall have a minimum compressive strength of 22.5 MPa at 28 days or as shown on the plans, whichever is greater. No shotcrete work shall be performed prior to verification by the Engineer of the required compressive strength.

Splicing of reinforcing bars No. 22 or larger in shotcrete shall be by butt splicing only.

The Contractor shall be responsible for obtaining and testing all required preconstruction and production test cores. All coring and testing shall be at the Contractor's expense and performed in the presence of the Engineer, unless otherwise directed. The Engineer shall be notified a minimum of 24 hours prior to the Contractor performing any coring or testing operations.

All cores shall be obtained and tested for compressive strength in conformance with the requirements in ASTM Designation: C 42. Cores used for determining compressive strength shall not contain any bar reinforcement or other obstructions. The testing shall be performed at an independent testing facility approved by the Engineer. A copy of the test results shall be furnished to the Engineer within 5 days following completion of testing.

All test panels 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.

PRECONSTRUCTION REQUIREMENTS

Prior to performing shotcrete work, the Contractor shall construct at least 2 preconstruction shotcrete test panels for each mixture being considered unless otherwise specified.

The nozzleperson shall have a minimum of 3000 hours experience as a nozzleperson on projects with a similar application.

At least 10 working days prior to constructing any shotcrete test panels, the Contractor shall submit to the Engineer for approval, a Quality Control Plan (QCP) for the proposed method of shotcrete placement. The plan shall include the following:

A. The number and qualifications of nozzlepersons available to place shotcrete, the number of nozzlepersons on-site at any time during the shotcrete placement, description of their work schedule, and the procedures for avoiding fatigue of any nozzleperson.
B. The proposed method of placing shotcrete, including, but not limited to, application rates, details of any proposed construction joints and their locations, and methods for achieving the required thickness and surface finish.
C. The procedure for curing shotcrete surfaces.
D. The description of a debris containment system, to be used during the cleaning of bar reinforcing steel and concrete and placing of shotcrete, as required to provide for public safety.
E. Finish coat application shall be directed by the person sculpting the wall face.

The Engineer shall have 10 working days to review and approve the QCP submittal after a complete plan has been received. No construction of shotcrete test panels shall be performed until the QCP is approved 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 approving the QCP, 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.

Preconstruction shotcrete test panels shall be constructed by the nozzlepersons and application crew scheduled to do the work, using equipment, materials, mixing proportions, ambient temperatures and procedures proposed for the work. The preconstruction shotcrete test panels shall conform to the following:

A. One shotcrete test panel, of the size determined by the Contractor, shall be unreinforced and shall have 3 cores taken from it and tested for compressive strength. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. The test panel shall be identified and submitted to the Engineer with the test results including a description of the mixture, proportions, and ambient temperature.
B. One shotcrete test panel shall have the same (1) thickness, (2) bar size and amount of bar reinforcement or other obstructions and (3) positioning of bar reinforcement or obstructions as the most heavily reinforced section of shotcrete to be placed. The test panel shall be square with the length of the sides equal to at least 3 times the thickness of the most heavily reinforced section of shotcrete to be placed, but not less than 750 mm. After a minimum 7 days of cure, the test panel shall be broken by the Contractor, in the presence of the Engineer, into pieces no larger than 250 mm in greatest dimension. The surfaces of the broken pieces shall be dense and free of laminations and sand pockets, and shall verify that the bar reinforcement or other obstructions are completely encased.
C. Both test panels shall be cured under conditions similar to the actual work.
D. At the option of the Contractor, cores to be used for determining the compressive strength may be taken from the reinforced test panel described above in lieu of making a separate unreinforced test panel as described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring or contains bar reinforcement or other obstructions, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. If cores are taken from the reinforced test panel, the panel shall not be broken into pieces, as described above, until it has cured for a minimum of 14 days.

PLACING

An air blowpipe shall be used during shotcrete placement to remove rebound, overspray and other debris from the areas to receive shotcrete.

Construction joints shall be tapered, and shall conform to the provisions in Sections 51-1.13, "Bonding," of the Standard Specifications.

All overspray and rebound shall be removed prior to final set and before placement of shotcrete on adjacent surfaces.

Rebound or any other material which has already exited the nozzle shall not be reused.

Shotcrete, for temporary shotcrete face, shall be cured in conformance with the provisions of Section 90-7.03, "Curing Structures," of the Standard Specifications. Shotcrete, for permanent shotcrete face, shall be cured in conformance with the provisions of Section 90-7.01A, "Water Method," of the Standard Specifications.

When a finish coat is to be used, all loose, uneven or excess material, glaze, and rebound shall be removed by brooming, scraping, or other means and the surface left scarified. Any surface deposits which take a final set shall be removed by abrasive blasting. Prior to placing the finish coat, the receiving surface shall be washed down with an air-water blast.

TESTING AND ACCEPTANCE

At least 3 production shotcrete test cores shall be taken from each 30 square meters or portion thereof of shotcrete placed each day. The cores shall be 76 mm in diameter. The location where cores are to be taken will be designated by the Engineer. Test cores shall be identified by the Contractor and a description of the core location and mixture, including proportions, shall be submitted to the Engineer with the test cores, immediately after coring. Cored holes shall be filled with mortar in conformance with the provisions in Section 51-1.135, "Mortar," of the Standard Specifications.

Upon receipt of the cores, the Engineer will perform a visual examination to determine acceptance, as described below. Within 48 hours after receipt, the Engineer will return the cores to the Contractor for compressive strength testing.

The compressive strength test shall be performed using the shotcrete production test cores described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores.

The basis of acceptance for production shotcrete test cores shall be (1) that the core is dense and free of laminations and sand pockets, and shows that the reinforcement or other obstructions are completely encased and (2) the same as specified for test cylinders in the fourth and fifth paragraphs of Section 90-9.01, "General," of the Standard Specifications.

If any production test core shows signs of defective shotcrete as described in (1) above, the shotcrete represented by such test core 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 shotcrete placed in the work are acceptable at the discretion of the Engineer.

The surface finish of the permanent shotcrete face shall conform to the provisions of Architectural Surface (Textured Concrete)" of these Special Provisions.

MEASUREMENT AND PAYMENT

The contract price paid per cubic meter for shotcrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in shotcrete, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for the Quality Control Plan, collection and offsite disposal of effluent laden water resulting from shotcrete operation, constructing and breaking test panels, furnishing and testing cores and patching cored holes shall be considered as included in the contract price paid per cubic meter for shotcrete and no additional compensation will be allowed therefor.

10-1.50 ALTERNATIVE PIPE

Alternative pipe culverts shall conform to the provisions in Section 62, "Alternative Culverts," of the Standard Specifications and these special provisions.

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 Revised 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, "Extra Work," of the Standard Specifications.

The Outer Bedding shown on Revised Standard Plan A62DA shall not be compacted prior to placement of the pipe.

10-1.51 PLASTIC PIPE UNDERDRAIN

Plastic pipe underdrains shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications and these special provisions.

Underdrain systems (subsurface drainage) as shown on the plans shall be installed prior to any stockpiling of material within the disposal site.

Water developed during underdrain installation shall be disposed of by the Contractor in such a manner that no damage will result to the project or the environment. Removal and disposal of water shall comply with the provisions in "Dewatering and Non-Storm Water Discharge Control" and "Water Pollution Control" elsewhere in these special provisions.

10-1.52 HORIZONTAL DRAIN

Horizontal drains shall conform to the provisions in Section 68-2, "Horizontal Drains," of the Standard Specifications and "Water Pollution Control" of these special provisions.

10-1.53 MISCELLANEOUS FACILITIES

Bituminous coated corrugated steel pipe inlet and Alternative Flared End Section shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

10-1.54 ROCK FALL PROTECTION

Rock fall protection shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

During roadway excavation operations rock fall protection measures shall be implemented to prevent excavated material from falling on to the highway. Once the construction method is determined, the contractor shall providea detailed plan, to include design calculations, for rock fall mitigation during construction to the Engineer for review and approval. The Contractor's plan for rock fall mitigation during construction shall be approved by the Engineer before any work involving the mitigation is preformed.

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

10-1.55 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

10-1.56 MINOR CONCRETE (DITCH LINING)

_Ditch Lining shall conform to the provisions in Section 72-4 "Concrete Slope protection, Gutter Lining, Ditch Lining, and Channel Lining" of the Standard Specifications.

10-1.57 GABION WALL WITH GEOSYNTHETIC REINFORMENT

At the locations shown on the plans, gabions and the geosynthetic reinforcing material shall be constructed as shown on the plans and in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Gabion wall construction shall consist of furnishing, assembling, tying, wire mesh, box-shaped baskets (Gabions) that are filled on the project site with hard, durable rock and placing geosynthetic reinforcement material between layers of compacted soil in accordance with the details shown on the plans, as specified in Section 19 "Earthwork," of the Standard Specifications, these special provisions, and as directed by the Engineer. Only one type of geosynthetic reinforcement material shall be used for an entire embankment.

Standard gabion sizes and the overall plan and profile dimensions of the gabion structures shall be as shown on the plans. The width, height or length of the standard gabions shall not vary more than 5 percent from the dimensions specified in these provisions or as shown on the plans.

MATERIALS

Each shipment of gabions to project site shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6–1.07, "Certificates of Compliance," of the Standard Specifications.

Mesh

At the Contractor's option, either twisted mesh or welded mesh may be used. For each standard gabion, the same mesh style shall be used for the base, front, ends, back, diaphragms, and lid panels. Each standard gabion shall be divided into one meter long cells by diaphragm panels.

Empty gabions shall be assembled individually and joined successively as specified in these special provisions. Individual gabion mesh panels (base, front, ends, back, diaphragms, and lid) and successive gabions shall be assembled so that the strength and flexibility along the joints is comparable to a single panel. Individual wires of either the twisted mesh style or the welded mesh style shall conform to the definitions and requirements in ASTM Designation: A641/A641M.

Mattress-style gabion baskets that are 0.3-m and 0.5-m high shall be manufactured from either 11-gauge (3.05 mm) welded mesh or 12-gague (2.69 mm) twisted mesh. Cubical celled gabions that are one meter high by one meter wide shall be made from 11-gage (3.05 mm) twisted mesh or welded mesh gages between 11-gage (3.05 mm) and 9-gage (3.76 mm), inclusive.

GABION MESH MATERIAL PROPERTIES

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A370	410 MPa
Wire Size Wire Diameter (Minimum) Galvanizing, Zinc	USA Steel Wire Gage ASTM A641/A641 M ASTM A641/A641 M ASTM A641/A641 M, Class 3 and ASTM A90 / A90M	11 3.05 mm 2.95 mm 240 g/m^2
Wire Size Wire Diameter (Minimum) Galvanizing, Zinc	USA Steel Wire Gage ASTM A641/A641 M ASTM A641/A641 M ASTM A641/A641 M, Class 3 and ASTM A90 / A90M	9 3.76 mm 3.66 mm 270 g/m^2

Twisted-mesh wires shall form a uniform hexagonal pattern and shall be formed with a nonraveling twist. The area of the hexagonal opening shall not exceed the dimensions shown on the plans. Twisted-mesh gabion panels shall be manufactured from 12-gauge (2.69 mm) wires with 10-gauge (3.43 mm) selvage wires.

Welded-mesh wires shall form a grid pattern as shown on the plans. Welds shall be made by resistance welding. Welds and panels shall conform to the requirements in ASTM Designation: A185, except weld shears shall be 2.7 kN for 11-gage (3.05 mm) wires and 3.6 kN for 9-gage (3.76 mm) wires. Resistance welding after coating the wire with zinc will be acceptable, so that there are no large splashes, flakes or flashes of zinc at the weld.

Joints

Standard tie wire and standard spiral binder shall conform to the definitions and requirements in ASTM Designation: A641/A641 M and shall conform to the following provisions:

Minimum tensile strength	ASTM A370	410 MPa
Standard Tie Wire:		
Wire Size Wire Diameter (Minimum) Galvanizing, Zinc	USA Steel Wire Gage ASTM A641/A641 M ASTM A641/A641 M ASTM A641/A641 M, Class 3 And ASTM A90 / A90M	13.5 2.19 mm 2.09 mm 220 g/m^2
Standard Spiral Binder:		
Wire Size Wire Diameter (Minimum) Galvanizing, Zinc	USA Steel Wire Gage ASTM A641/A641 M ASTM A641/A641 M ASTM A641/A641 M, Class 3 And ASTM A90 / A90M	9 3.76 mm 3.66 mm 270 g/m^2

Spiral binders shall have a 75 mm to 85 mm separation between continuous, successive loops.

Alternative fasteners shall have the configurations, wire diameters, and other dimensions shown on the plans. Alternative fasteners shall conform to the definitions and requirements in ASTM Designation: A313/A313 M for "Stainless Steel Spring Wire" and shall be Tensile Type 302, Class1.

Polyvinyl Chloride (PVC) Coating

External coating shall consist of a nonconductive material, primarily polyvinyl chloride (PVC). Mesh wire, standard tie wires, standard spiral binders, internal connecting wires, preformed stiffeners, and selvage wire shall be coated with the PVC material after the zinc coating is applied in conformance with the manufacturer's specifications.

The PVC coating shall be evaluated by infrared spectral scan. The scan must closely match those of tested known acceptable products already on file at the Transportation Laboratory.

The minimum thickness of PVC which covers the wire shall be 0.38-mm, measured radially at any cross-section transverse to the wire length.

The PVC coating shall be complete by visual inspection. There shall be no nicks, cuts, holidays or abraded areas in the PVC coating of the mesh. Minor cuts, nicks, and other minor imperfections due to manufacturing, will be permitted along selvage-wrapped edges of twisted mesh. PVC will not be required to coat the ends of either style of mesh where the PVC has been trimmed along wire or panel edges during the normal manufacturing process.

PVC coating shall be resistant to degradation by ultraviolet (UV) radiation. A suitable, UV-resistant additive shall be blended with the PVC. This additive shall be identified on the Certificate of Compliance.

The color of the PVC shall be gray. The color shall be resistant to fading when exposed to natural sunlight.

Internal Connecting Wire

Internal connecting wires shall be 13.5-gage (2.19 mm), minimum. Each wire shall conform to the minimum requirements for standard tie wire in these special provisions and shall be installed in conformance with the provisions of these special provisions and as shown on the plans. The contractor shall request the acceptance of stainless steel alternative fasteners. The contractor 's request shall describe how and where the proposed alternative fasteners will be used. Random samples of alternative fasteners shall be submitted for testing at least 10 days prior to construction of gabions.

Alternatively, at the Contractor's option, preformed stiffeners may be substituted for internal connecting wires. Preformed stiffener wire shall meet the requirements specified for standard tie wire and shall be installed in conformance with these special provisions and the manufacturers recommendations.

Rock Slope Protection Fabric

Rock slope protection fabric (Type A) for use with gabions shall conform to the provisions in Section 88-1.04, "Rock Slope Protection Fabric," of the Standard Specifications and these special provisions.

Rock

Rock for filling gabions, which are greater than or equal to 0.5-m in height, shall vary in size and shall conform to the following:

Screen Size (mm)	Percent Passing
305	100
102	0-5

Rock shall conform to the provisions for rock slope protection in Section 72-2.02, "Materials," of the Standard Specifications.

The minimum unit mass of a rock-filled gabion shall be 1760 kg/m^3. Verification of the 1760 kg/m^3 shall be performed when ordered by the Engineer. Verification shall be performed on the smallest standard gabion size to be used on the project. The rock supplied for the project shall be used for verification. Filling shall be done using the same method intended for actual construction. The mass of a rock-filled gabion shall be determined using available certified scales. The volume for calculating the unit mass shall be determined on the theoretical volume of the gabion, which is rock-filled and weighed.

GRADING, EXCAVATION, AND BACKFILL

Areas where gabions are to be placed shall be constructed to the lines and grades shown on the plans and as determined by the Engineer. Excavation or backfill for achieving the required grades shall conform to the provisions for structure excavation and backfill in Section 19, "Earthwork," of the Standard Specifications except for the payment of the backfill material.

The payment of backfill material where backfilling and its compaction are necessary for construction of the gabion wall reinforcing mats as shown on the project plans shall be in accordance to the payment clause for gabion wall as specified in these special provisions.

GEOSYNTHETIC REINFORCEMENT

A certificate of compliance shall be furnished to the Engineer in conformance with Section 6-1.07, "Certificate of Compliance," of the Standard Specifications a minimum of one week prior to placement of geosynthetic reinforcement material. The Certificate of Compliance shall be prepared and signed by a representative of the manufacturer who is a California-registered Civil Engineer.

Geosynthetic reinforcement material shall consist of material designed for use in subsurface geotechnical slope reinforcement applications. Geosynthetic reinforcement material shall be configured as either a geogrid or geotextile material as shown on the plans. Geogrid shall have in addition to the requirements for geosynthetic reinforcement, a regular and defined open area. Geogrid shall obtain pullout resistance from the soil by a combination of soils shearing friction on the plane surfaces parallel to the direction of shearing and soils bearing on transverse grid surfaces normal to the direction of grid movement. The percentage of the open area for geogrids shall not vary outside of the range of 50 to 90 percent of the total projection of a section of the material. Geotextiles shall have in addition to the requirements for geosynthetic reinforcement material, an irregular or regular open area with the spacing of open areas being less than 6.3 millimeters in any direction.

Geosynthetic reinforcement material shall meet the following requirements:

1. Long Term Design Strength (LTDS) for geosynthetic reinforcement material shall be determined by Geosynthetic Research Institute (GRI) Test Methods. LTDS for geogrid reinforcement and geotextile reinforcement shall be determined by Standard Practice GRI GG4 (a) and (b) and GT7, respectively. These values are minimum average roll values.

   Long Term Design Strength is the strength of the geogrid or the geotextile calculated by applying all partial factors of safety in accordance with GRI Standard Practice GG4 (a) and (b) or GRI GT7, except that the product of the partial factors of safety for installation damage (based on a soil gradation possessing a D_{50} between 2.36 and 4.75 mm), chemical degradation, and biological degradation of less than 1.30 shall not be allowed. The factor of safety for creep deformation shall be determined for a 75-year design life as determined by GRI GG4 (a) and (b) for geogrids or GRI GT7 for geotextiles. The 75-year design life strength is determined from the creep curve which becomes asymptotic to a constant strain line of 10 percent or less.

   In the absence of specific test data, the partial factor of safety default values (installation damage, creep deformation, chemical degradation, biological degradation, and joint) as indicated in the Standard Practice GRI G4 (a) and (b) and GRI GT7 shall be applied to the calculations of the LTDS.
2. Geosynthetic reinforcement material shall be resistant to naturally occurring alkaline and acidic soil conditions, and to attack by bacteria.

All test results which contributed to the calculations of the LTDS shall be submitted to the Engineer no less than one week prior to beginning placement of the geosynthetic reinforced embankment. All test results which contribute to the calculations of the LTDS shall be prepared and signed by a California-registered Civil Engineer.

Material

Geosynthetic reinforcement material shall consist of high density polyethylene, polypropylene, high density polypropylene sheets, high tenacity polyester yarn, or polyaramide and shall meet the following requirements:

High Density Polyethylene.--Geosynthetic reinforcement material consisting of high density polyethylene shall meet the following requirements:

1. Be manufactured from high density polyethylene (HDPE) which conforms to ASTM Designation: D 1248.
2. Shall have a LTDS in the primary strength direction greater than or equal 140 kilo-Newtons per meter.

Polypropylene.--Geosynthetic reinforcement material consisting of polypropylene or high-density polypropylene sheets shall meet the following material requirements:

1. Shall meet the requirements of ASTM Designation: D 4101, Group 1/Class1/Grade 2.
2. Shall have a LTDS in the primary strength direction greater than or equal to 140 kilo-Newtons per meter.

20i

High Tenacity Polyester Encapsulated.--Geosynthetic reinforcement material consisting of high tenacity polyester yarn shall meet the following requirements:

1. Be manufactured from high tenacity polyester yarn as determined by ASTM Designation: D 629. In addition to meeting the requirements for geosynthetic, geogrid shall be encapsulated in an acrylic latex, PVC, polymer or similar coating.
2. Shall have a LTDS in the primary strength direction greater than or equal to 140 kilo-Newtons per meter.

20k

Polyaramides.--Geosynthetic reinforcement material consisting of polyaramide shall meet the following requirements:

1. Be manufactured from high tenacity polyester yarn as determined by ASTM Designation: D 629.
2. Shall have a LTDS in the primary strength direction greater than or equal to 140 kilo-Newtons per meter.

HANDLING AND STORAGE

Geosynthetic reinforcement material shall be handled and stored in accordance with the manufacturer's recommendations and these special provisions. Geosynthetic reinforcement material shall be furnished in an appropriate protective cover which shall protect it from ultraviolet radiation and from abrasion during shipping and handling. Only as much geosynthetic reinforcement material shall be placed as can be placed and covered with backfill in the same work shift.

CONSTRUCTION

Geosynthetic Reinforcement Material

The Contractor shall prepare the grade that is to receive the layers of geosynthetic reinforcement material to the compaction and elevation tolerances described in the Standard Specifications under Section 19-2.05, "Slopes," and these special provisions. The grade shall be free of loose or extraneous material and objects that may damage the geosynthetic reinforcement material during installation. Relative compaction of not less than 95 percent shall be obtained in the embankment foundation under the lowest layer of geosynthetic reinforcement material for a minimum depth of 0.15 meter.

Geosynthetic reinforcement material shall be handled and placed in accordance with the manufacturer's recommendations and these special provisions. The geosynthetic reinforcement material shall be laid horizontally at the elevation specified on the plans, on compacted backfill from within 150 millimeters of the face of the embankment to the required embedment length. The geosynthetic reinforcement material shall be placed in a wrinkle free manner, pulled taut, aligned, and anchored before backfill placement. Slack in geosynthetic reinforcement material shall be removed in a manner, and to such a degree, as approved by the Engineer. Geosynthetic reinforcement material shall be installed in a horizontal plane at the intervals, elevations, and for the minimum embedment length shown on the plans. Each layer of geosynthetic reinforcement material shall not vary more than 0.15 meter from the theoretical horizontal plane established for that layer for the entire width and length of the reinforced reinforcement.

Geosynthetic reinforcement material shall be placed as shown on the plans and shall extend the full width of the reinforced embankment. Where the full embedment length of geosynthetic reinforcement material as shown on the plans cannot be achieved along the sides or for other limited areas of the reinforcement zone, the geosynthetic reinforcement material shall be trimmed as necessary to avoid the obstruction and to achieve the maximum embedment possible.

Geosynthetic reinforcement material shall be secured in place with staples, pins, sand bags, or backfill as required by construction conditions, weather conditions, or as directed by the Engineer to prevent the displacement of the geosynthetic reinforcement material during compaction and placement of the reinforcement material.

Each layer of geosynthetic reinforcement materialshall be placed (unrolled) into the grade to form a continuous mat. Overlapping and splicing geosynthetic embankment material shall conform to the following:

A. Uniaxial geogrid and geotextile geotechnical fabric does not need to be overlapped along edges parallel to the direction of working tensile strength. Uniaxial geogrid and woven geotechnical fabric shall not be overlapped or spliced along edges perpendicular to the direction of working tensile strength, or as directed by the Engineer.
B. Biaxial geogrid shall be overlapped a minimum of 150 millimeters along edges parallel to the direction of working tensile strength, or as directed by the Engineer. Biaxial geogrid shall be overlapped a minimum of 1 meter along edges perpendicular to the direction of working tensile strength of reinforcement, or as directed by the Engineer.
C. A layer of soil a minimum of 100 millimeters in thickness shall be spread between uniaxial geogrid layers or woven geotechnical fabric layers in the area to be overlapped, or as directed by the Engineer.

The geosynthetic reinforcement material shall be placed with the direction of maximum strength perpendicular to the project centerline. The Contractor shall verify correct orientation of the geosynthetic reinforcement material . Each layer of geosynthetic reinforcement material shall be placed onto the embankment material to form a continuous mat. Adjacent strips of geosynthetic reinforcement material placed in this manner need not be overlapped.

During spreading and compacting of the backfill, at least 150 millimeters, measured vertically, of backfill shall be maintained between the geosynthetic reinforcement material and the Contractor's equipment. Equipment or vehicles shall not be operated or driven directly on the geosynthetic reinforcement material.

For geotextiles, no splicing joints parallel to project centerline shall be allowed for with primary or secondary geotextile reinforcement. Geogrid reinforcement may be joined with mechanical connections. Joints shall not be placed vertically within 2 meters of the slope face, within 2 meters of the slope top, nor horizontally or vertically adjacent (within 1.2 meters) to another joint. Only one joint per length of geogrid shall be allowed. The joint shall be made for the full width of the strip by using a similar material with similar strength, and using a connection devise supplied or recommended by the manufacturer. Joints in geogrid shall be pulled and held taut during backfill placement.

If the geosynthetic reinforcement material is damaged during construction operations, the damaged sections shall be repaired, at the Contractor's expense, by placing sufficient additional geosynthetic reinforcement material to cover the damaged area and to meet the following overlap requirements:

1. Edges of geogrid perpendicular to centerline shall be overlapped for entire lengths by the small of: three aperture openings or 100 millimeters. Edges of geogrid parallel to centerline shall be joined using a mechanical connection described elsewhere in these special provisions.
2. Edges of geotextiles shall be overlapped a minimum of 150 millimeters on all sides.

Gabions

Gabions shall be assembled individually as empty baskets. Each gabion shall be manufactured with the necessary panels, properly spaced and secured, so that the panels can be rotated into position at the construction site with no additional tying of the rotation joint. The panels and diaphragms shall be rotated into position and joined along the vertical edges.

For twisted-mesh, the joint shall be constructed using alternating double and single half hitches (locked loops) of 13.5-gage (2.19 mm) standard tie wire at 100-mm nominal spacing. Joints shall not be constructed with simple spiraling (looping without locking) of the standard tie wires.

When standard tie wire is used as a joint connector for welded-mesh, the joint shall be constructed using alternating double and single half hitches (locked loops) in every mesh opening along the joint. When 9-gage (3.76 mm) standard spiral binders are used, the spiral shall be placed so that the spiral binder passes through each mesh opening along the joint. Both ends of all 9-gage (3.76 mm) standard spiral binders shall be crimped to secure the spiral in place.

Temporary fasteners may be used to hold panels wherever gabion-to-gabion joints will be constructed. Temporary fasteners may remain in place.

At the Contractor's option, interlocking fasteners or overlapping fasteners may be used for assembly of either the twisted mesh or welded mesh gabions. A fastener shall be placed in each mesh opening along the joint (a minimum of 10 fasteners per meter).

Assembly of Successive Gabions to Gabion Joints and to Geogrid Connection

Empty gabions shall first be set in place. Individually constructed empty gabions shall then be joined successively to the next empty gabion with 13.5-gage (2.19 mm) standard tie wire or 9–gage(3.76 mm) standard spiral binder before filling the gabion with rock. The 13.5-gage (2.19 mm) standard tie wire or 9-gage (3.76 mm) standard spiral binder shall secure, in one pass, all selvage or end wires of the panels of all the adjacent gabions along the joint.

There shall be a positive connection between each gabion and geosynthetic as per manufacturer's recommendations and as approved by the Engineer.

When forming successive gabion-to-gabion joints with alternative fasteners, there shall be one alternative fastener in each mesh opening.

The method of forming successive gabion to gabion joints of successive gabions using any alternative joint fasteners shall be approved by the engineer in writing. Alternative fastener method shall contain and secure in one pass, all the wires along the joint.

Gabion baskets shall be joined along the front, back, and ends, including tops and bottoms of the adjacent gabions.

Assembly of Multiple Layered Gabions

Multi-layered gabion configurations shall be stepped and staggered as shown on the plans or as designated by the Engineer.

When constructing multi-layered gabion configurations, each layer of gabions shall be joined to the underlying layer along the front, back, and ends.

Assembly of Shear Key Gabions

Shear key gabions, or counterforts, shall be spaced as shown on the plans. Shear key gabions shall be tied to adjacent gabions in the manner specified for "Assembly of Successive Gabions (Gabion-to-Gabion Joints)" of these special provisions.

Assembly of Transitional Gabions

To match the geometry of the planned gabion configuration, or to meet specific conditions, panels shall be folded, cut, or retied as shown on the plans or as directed by the Engineer.

Filling with Rock

Before filling each gabion with rock, all kinks and folds in the wire fabric shall be straightened and all successive gabions shall be properly aligned.

Rock shall be placed in the gabions to provide proper alignment, avoid bulges in the wire mesh, and provide a minimum of voids. All exposed rock surfaces shall have a smooth and neat appearance. Sharp rock edges shall not project through the wire mesh.

Internal connecting wires or preformed stiffeners shall be used to produce a flat, smooth external surface when constructing with 0.5-m high or one meter high gabions. If the Engineer determines that there is excessive bulging or dimpling of the outside panels, the unit shall be reconstructed at the Contractor's expense.

When filling one meter high gabions, rock shall be placed in 2 nominal 0.33-m layers to allow placement of 13.5-gage (2.19 mm) internal connecting wires. The wires shall be fastened as shown on the plans. Alternatively, preformed stiffeners may be installed at the one-third points in conformance with the recommendations of the manufacturer, to produce a smooth external surface.

The last layer of rock shall slightly overfill the gabions such that the lid will rest on rock when the lid is closed.

Rock Slope Protection Fabric Placement

Rock slope protection fabric shall be placed in conformance with the provisions in Section 72-2.025, "Rock Slope Protection Fabric". Rock slope protection fabric shall be placed on the subgrade, backslope, and sides of excavations. If earth fill is to be placed over the gabions, rock slope protection fabric shall be placed on top of the gabions, under the earth fill.

Closure of Lids

Lids shall be tied along the front, ends and diaphragms in conformance with the provisions in "Assembly of Successive Gabions (Gabion-to-Gabion Joints)" of these special provisions.

During spreading and compacting the Gabion reinforcement backfill, at least 150 milimeters (measured vertically), of backfill shall be maintained between the reinforcement and the contractor's equipment. Equipment or vehicles shall not be operated or driven directly on the reinforcement.

MEASUREMENT

Gabion walls will be measured by the cubic meter as determined from the dimensions shown on the plans.

PAYMENT

The contract price paid per cubic meter for gabion shall include full compensation for furnishing all labor, materials (including gabion baskets, rocks, geosynthetic reinforcing material, compacted material between geosynthetic reinforcing material, and all other miscellaneous construction material), tools, equipment, and incidentals, and for doing all the work involved in constructing gabion walls complete in place, including excavation, placing and compacting native and imported embankment backfill, and for doing all the work involved in placing the geosynthetic reinforcement complete and in place, including splicing, overlapping and anchoring as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.58 MISCELLANEOUS CONCRETE CONSTRUCTION

Portland Cement Concrete Apron shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

10-1.59 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

The system used for safety hookup as shown on the plans, shall consist of stainless steel wire rope, clips, thimbles and u-bolts. The clips, thimbles and u-bolts shall conform to the requirements in ASTM Designation: F738M. The wire rope shall conform to the requirements in ASTM Designation: A492-95(2000) and A555/A555M. The u-bolts shall have a minimum diameter of 22.2mm and the wire rope shall have a minimum diameter of 11.1 mm, and a minimum breaking strength of at least 72.5 kN.

10-1.60 MONUMENTS

Survey monuments shall be constructed in conformance with the provisions in Section 81, "Monuments," of the Standard Specifications and these special provisions.

Concrete shall be Class 3 or minor concrete at the option of the Contractor.

The cast steel and gray cast iron frames and covers, including hardware, shall conform to the provisions in Section 55-2, "Materials," of the Standard Specifications.

The Contractor shall install survey monuments at the locations at the final grade of the constructed embankments as shown on the plans and as directed by the Engineer. Each survey monument shall be installed within 24 hours of the completion of the embankment final grade at the respective survey monument location.

The survey monuments shall be Type A per Standard Plan A74.

The initial and subsequent northings, eastings, and elevations of the survey monuments shall be based on the survey project control for this contract and shall be surveyed to 2nd order accuracy as defined in the Department's Surveys Manual. A copy of all survey data shall be furnished to the Engineer immediately after the data are taken. The survey monuments shall be monitored by the Contractor for the duration of the contract and they shall be left in place at the end of the contract. Survey monuments that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

The Contractor shall monitor the survey monuments biweekly during the duration of the contract.

The contract unit price paid for survey monument (Type A) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; and for doing all the work involved in furnishing, installing, maintaining, and monitoring the survey monuments complete in place during the duration of the contract.

10-1.61 CONCRETE BARRIER

Concrete barriers (Type 60D and Type 60D Modified) shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Full compensation for constructing weep holes shall be considered as included in the contract price paid per meter for concrete barrier of the type or types listed in the Engineer's Estimate and no separate payment will be made therefor.

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 _____, 20___, 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 _____, 20___, 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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked 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 that $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.

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions:**

a. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) 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;

(3) 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

(4) 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.

b. 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.

3. **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.

4. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions:**

a. 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.

b. 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	6.8
	CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	
175	**Eureka, CA**	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	**San Francisco-Oakland-San Jose, CA:**	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	**Sacramento, CA**:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	**Stockton-Modesto, CA:**	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	

		Goal (Percent)
179	**Fresno-Bakersfield, CA**	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	**Los Angeles, CA:**	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	**San Diego, CA:**	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

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 8.

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.