**** WARNING ** WARNING ** WARNING ** WARNING ****
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STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

# NOTICE TO CONTRACTORS

# AND

# SPECIAL PROVISIONS

## FOR CONSTRUCTION ON STATE HIGHWAY IN

**SAN MATEO COUNTY FROM SANTA CLARA COUNTY LINE**

**TO LARKSPUR DRIVE UNDERCROSSING**

**DISTRICT 04, ROUTE 280**

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 2004 and Labor Surcharge and Equipment Rental Rates.**

**CONTRACT NO. 04-270834**

**04-SM-280-R0.0/R29.8**

**Federal Aid Project**

**ACIM-280-1(110)E**

**Bids Open: November 14, 2006**
**Dated: October 2, 2006**

**********

# IMPORTANT SPECIAL NOTICES

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**A+B BIDDING SPECIAL NOTICE**

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.

- Attention is directed to Section 3, "Award and Execution of Contract," of these special provisions regarding submittal of the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications.

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# STANDARD PLANS LIST

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

| | |
|---|---|
| A10A | Acronyms and Abbreviations (A-L) |
| A10B | Acronyms and Abbreviations (M-Z) |
| A10C | Symbols (Sheet 1 of 2) |
| A10D | Symbols (Sheet 2 of 2) |
| A76A | Concrete Barrier Type 60 |
| A76B | Concrete Barrier Type 60 |
| A78A | Thrie Beam Barrier Standard Barrier Railing Section (Wood Post With Wood Block) |
| A78C1 | Thrie Beam Barrier – Standard Hardware Details |
| A78C2 | Thrie Beam Barrier Post And Block Details |
| A78D1 | Thrie Beam Barrier At Fixed Objects In Median |
| A78E1 | Single Thrie Beam Barrier – End Anchor Assembly and Terminal System End Treatment |
| A78F1 | Double Thrie Beam Barrier Connection to Bridge Railings Without Sidewalks |
| A78F2 | Single Thrie Beam Barrier Connections to Bridge Railings Without Sidewalks |
| A78H | Thrie Beam Barrier – Typical Layout for Connection to Bridge Railing |
| A78I | Thrie Beam Barrier Connections to Concrete Barrier |
| A78J | Thrie Beam Barrier Transition Railing (Type STB) |
| A78K | Thrie Beam Barrier Transition Railing (Type DTB) |
| D73 | Drainage Inlets |
| D74A | Drainage Inlets |
| D75B | Pipe Inlets |
| D77A | Grate Details |
| D78A | Gutter Depressions |
| T1A | Temporary Crash Cushion, Sand Filled (Unidirectional) |
| T1B | Temporary Crash Cushion, Sand Filled (Bidirectional) |
| T2 | Temporary Crash Cushion, Sand Filled (Shoulder Installations) |
| T3 | Temporary Railing (Type K) |
| RSP T10 | Traffic Control System for Lane Closure On Freeways and Expressways |
| RSP T10A | Traffic Control System for Lane and Complete Closures On Freeways and Expressways |

| | |
|---|---|
| T51 | Temporary Water Pollution Control Details (Temporary Silt Fence) |
| T53 | Temporary Water Pollution Control Details (Temporary Cover) |
| RS1 | Roadside Signs, Typical Installation Details No. 1 |
| RS2 | Roadside Signs - Wood Post, Typical Installation Details No. 2 |
| S82 | Roadside Laminated Sign – Single or Multiple Panel, Type B (25.4 mm Thick) |
| S83 | Roadside Laminated Sign – Single or Multiple Panel, Type B (63.5 mm Thick) |
| S84 | Roadside Laminated Sign – Single or Multiple Panel, Type H (63.5 mm Thick) |
| S86 | Laminated Panel Details – Extrusions for Type A, B and H Panels |
| S89 | Roadside Formed Single Sheet Aluminum Panel |
| S93 | Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape |
| S94 | Roadside Single Sheet Aluminum Sign, Rectangular Shape |
| S95 | Roadside Single Sheet Aluminum Sign, Diamond Shape |
| ES-1A | Electrical Systems (Symbols And Abbreviations) |
| ES-1B | Electrical Systems (Symbols And Abbreviations) |
| ES-1C | Electrical Systems (Symbols And Abbreviations) |
| ES-2A | Electrical Systems (Service Equipment) |
| ES-2C | Electrical Systems (Service Equipment Notes, Type III Series) |
| ES-2D | Electrical Systems (Service Equipment and Typical Wiring Diagram, Type III – A Series) |
| ES-5A | Electrical Systems (Detectors) |
| ES-5B | Electrical Systems (Detectors) |
| ES-5D | Electrical Systems (Detectors) |
| ES-8 | Electrical Systems (Pull Box Details) |
| ES-13A | Electrical Systems (Splicing Details) |
| ES-13B | Electrical Systems (Wiring Details and Fuse Ratings) |

**DEPARTMENT OF TRANSPORTATION**

# NOTICE TO CONTRACTORS

**CONTRACT NO. 04-270834**

**04-SM-280-R0.0/R29.8**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SAN MATEO COUNTY FROM SANTA CLARA COUNTY LINE TO LARKSPUR DRIVE UNDERCROSSING**

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 November 14, 2006, 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 FROM SANTA CLARA COUNTY LINE TO LARKSPUR DRIVE UNDERCROSSING**

General work description: Construct concrete barrier and thrie beam barrier, widen shoulder.

Bidders are advised that, as required by federal law, the Department has established a statewide overall DBE goal. The Department is required to report to FHWA on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts.

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 a combination of Class C licenses which constitutes a majority of the work.

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:

Submit Bidder Inquiries by e-mail to the Duty Senior at duty_senior_district04@dot.ca.gov. To the extent feasible and at the discretion of the Department, completed Bidder Inquiries submitted for consideration will be investigated, and responses will be posted on the Internet at

http://www.dot.ca.gov/dist4/construction/Inquiries/index.html

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 affirms 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 (USDOT) 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 USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT 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 on the internet at http://www.dot.ca.gov/hq/esc/oe/federal-wages/. 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 October 2, 2006

KEB

**COPY OF ENGINEER'S ESTIMATE**

**(NOT TO BE USED FOR BIDDING PURPOSES)**

**04-270834**

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|---|---|---|---|---|
| 1 | 070012 | PROGRESS SCHEDULE (CRITICAL PATH METHOD) | LS | LUMP SUM |
| 2 | 070018 | TIME-RELATED OVERHEAD | LS | LUMP SUM |
| 3 | 071325 | TEMPORARY FENCE (TYPE ESA) | M | 2820 |
| 4 | 074018 | HEALTH AND SAFETY PLAN | LS | LUMP SUM |
| 5 | 074019 | PREPARE STORM WATER POLLUTION PREVENTION PLAN | LS | LUMP SUM |
| 6 | 074020 | WATER POLLUTION CONTROL | LS | LUMP SUM |
| 7 | 074029 | TEMPORARY SILT FENCE | M | 27 100 |
| 8 | 074034 | TEMPORARY COVER | M2 | 200 |
| 9 | 074038 | TEMPORARY DRAINAGE INLET PROTECTION | EA | 50 |
| 10 | 074042 | TEMPORARY CONCRETE WASHOUT (PORTABLE) | LS | LUMP SUM |
| 11 (S) | 120090 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM |
| 12 (S) | 120100 | TRAFFIC CONTROL SYSTEM | LS | LUMP SUM |
| 13 (S) | 128650 | PORTABLE CHANGEABLE MESSAGE SIGN | EA | 2 |
| 14 | 129000 | TEMPORARY RAILING (TYPE K) | M | 27 100 |
| 15 (S) | 129100 | TEMPORARY CRASH CUSHION MODULE | EA | 370 |
| 16 | 150662 | REMOVE METAL BEAM GUARD RAILING | M | 20 100 |
| 17 | 150667 | REMOVE DOUBLE METAL BEAM BARRIER | M | 6150 |
| 18 | 039747 | REMOVE DOUBLE METAL BEAM GUARDRAILING ON BRIDGE | M | 83 |
| 19 | 150771 | REMOVE ASPHALT CONCRETE DIKE | M | 5510 |
| 20 | 150801 | REMOVE OVERSIDE DRAIN | EA | 3 |

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|---|---|---|---|---|
| 21 | 150805 | REMOVE CULVERT | M | 40 |
| 22 | 150820 | REMOVE INLET | EA | 5 |
| 23 | 152430 | ADJUST INLET | EA | 10 |
| 24 | 152604 | MODIFY INLET | EA | 17 |
| 25 | 156585 | REMOVE CRASH CUSHION | EA | 1 |
| 26 | 160101 | CLEARING AND GRUBBING | LS | LUMP SUM |
| 27 | 170101 | DEVELOP WATER SUPPLY | LS | LUMP SUM |
| 28 | 190105 | ROADWAY EXCAVATION (TYPE Z-2) (AERIALLY DEPOSITED LEAD) | M3 | 6590 |
| 29 (S) | 203014 | FIBER (EROSION CONTROL) | KG | 5700 |
| 30 | 203021 | FIBER ROLLS | M | 27 100 |
| 31 (S) | 203024 | COMPOST (EROSION CONTROL) | M3 | 36 |
| 32 (S) | 203026 | MOVE-IN/MOVE-OUT (EROSION CONTROL) | EA | 3 |
| 33 (S) | 203045 | PURE LIVE SEED (EROSION CONTROL) | KG | 470 |
| 34 (S) | 203061 | STABILIZING EMULSION (EROSION CONTROL) | KG | 1250 |
| 35 | 260301 | CLASS 3 AGGREGATE BASE | M3 | 1300 |
| 36 | 390102 | ASPHALT CONCRETE (TYPE A) | TONN | 9140 |
| 37 | 394002 | PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) | M2 | 5 |
| 38 | 397001 | ASPHALTIC EMULSION (PAINT BINDER) | TONN | 20 |
| 39 (F) | 510502 | MINOR CONCRETE (MINOR STRUCTURE) | M3 | 115 |
| 40 | 620904 | 300 MM ALTERNATIVE PIPE CULVERT | M | 9 |

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|---|---|---|---|---|
| 41 | 620909 | 450 MM ALTERNATIVE PIPE CULVERT | M | 390 |
| 42 | 620913 | 600 MM ALTERNATIVE PIPE CULVERT | M | 0.6 |
| 43 | 620919 | 750 MM ALTERNATIVE PIPE CULVERT | M | 1.4 |
| 44 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | M3 | 53 |
| 45 (S-F) | 750001 | MISCELLANEOUS IRON AND STEEL | KG | 14 580 |
| 46 (S) | 839301 | SINGLE THRIE BEAM BARRIER | M | 980 |
| 47 (S) | 839310 | DOUBLE THRIE BEAM BARRIER | M | 350 |
| 48 (S) | 839540 | TRANSITION RAILING (TYPE STB) | EA | 19 |
| 49 (S) | 839542 | TRANSITION RAILING (TYPE DTB) | EA | 5 |
| 50 (S) | 839572 | RETURN CAP (TYPE TA) | EA | 1 |
| 51 (S) | 839581 | END ANCHOR ASSEMBLY (TYPE SFT) | EA | 3 |
| 52 | 039748 | CONCRETE BARRIER TYPE 60 (ARCHITECTURALLY TREATED) | M | 12 900 |
| 53 | 039749 | CONCRETE BARRIER TYPE 60A MODIFIED (ARCHITECTURALLY TREATED) | M | 83 |
| 54 | 039750 | CONCRETE BARRIER TYPE 60C (ARCHITECTURALLY TREATED) | M | 14 200 |
| 55 (S) | 860810 | INDUCTIVE LOOP DETECTOR | LS | LUMP SUM |
| 56 | 999990 | MOBILIZATION | LS | LUMP SUM |

**STATE OF CALIFORNIA**

**DEPARTMENT OF TRANSPORTATION**

# SPECIAL PROVISIONS

**Annexed to Contract No. 04-270834**

### 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 2004, 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 JULY 21, 2006

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 1: DEFINITIONS AND TERMS

Issue Date: June 30, 2006

Section 1-1.25, "Laboratory," of the Standard Specifications is amended to read:

**1-1.25 LABORATORY**

• The 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.

Section 1-1.275, "Office of Structure Design," of the Standard Specifications is amended to read:

**1-1.275 OFFICES OF STRUCTURE DESIGN**

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

Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is amended to read:

**1-1.265 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES**

• The Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition (MUTCD) is administered by the Federal Highway Administration.

Section 1, "Definitions and Terms," of the Standard Specifications is amended by adding the following section:

**1-1.266 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CALIFORNIA SUPPLEMENT**

• The MUTCD 2003 California Supplement (MUTCD California Supplement) is issued by the Department of Transportation to provide amendments to the MUTCD. The MUTCD and MUTCD California Supplement supersede the Department's Manual of Traffic Controls.

Section 1-1.39, "State," of the Standard Specifications is amended to read:

**1-1.39 STATE**

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

## 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 3: AWARD AND EXECUTION OF CONTRACT

Issue Date: July 21, 2006

Section 3, "Award and Execution of Contract," of the Standard Specifications is amended by adding the following section after Section 3-1.02, "Contract Bonds":

### 3-1.025 INSURANCE POLICIES

- The successful bidder shall submit:

A. Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12, "Indemnification and Insurance." Allowance of any additional exclusions is at the discretion of the Department.
B. Certificate of Insurance showing all other required coverages. Certificates of Insurance, as evidence of required insurance for the auto liability and any other required policy shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.

- If the successful bidder uses any form of self-insurance, it shall submit:

A. A notice of election to self-insure.
B. The coverages for which self-insurance applies.
C. The amount of self-insurance.
D. Declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the successful bidder has sufficient funds or other resources to cover the self-insurance amounts.
E. Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements and other modifications in effect at the time of contract execution, for those amounts not covered by self-insurance.

Section 3-1.03, "Execution of Contract," of the Standard Specifications is amended to read:

### 3-1.03 EXECUTION OF CONTRACT

- The contract shall be signed by the successful bidder and returned, together with the contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," within 10 days, not including Saturdays, Sundays and legal holidays, of receiving the contract for execution.

Section 3-1.04, "Failure to Execute Contract," of the Standard Specifications is amended to read:

**3-1.04 FAILURE TO EXECUTE CONTRACT**

• Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3-1.03, " Execution of Contract," within 10 days, not including Saturdays, Sundays, and legal holidays, of receiving the contract for execution shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

## 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 7: LEGAL RELATIONS AND RESPONSIBILITY

Issue Date: July 21, 2006

The eighth paragraph of Section 7-1.09, "Public Safety" of the Standard Specifications is amended to read:

• Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

The fourteenth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

• The Contractor shall notify the Engineer not less than 18 days and no more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).

The sixteenth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

• When vertical clearance is temporarily reduced to 4.72 m or less, low clearance warning signs shall be placed in accordance with Part 2 of the MUTCD and the MUTCD California Supplement, and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the MUTCD, the MUTCD California Supplement, and these

specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

Section 7-1.01A(6), "Workers' Compensation," of the Standard Specifications is amended to read:

**7-1.101A(6) (Blank)**

Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications is amended to read:

**7-1.12 INDEMNIFICATION AND INSURANCE**

• The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.025, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

**7-1.12A Indemnification**

• The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

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

• Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. No inspection by the State is a waiver of full compliance with these requirements.

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

• With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

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

**7-1.12B Insurance**

**7-1.12B(1) General**

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

**7-1.12B(2) Casualty Insurance**

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

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

**7-1.12B(3) Workers' Compensation and Employer's Liability Insurance**

• In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.

• In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

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

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

A. $1 000 000 for each accident for bodily injury by accident.
B. $1 000 000 policy limit for bodily injury by disease.
C. $1 000 000 for each employee for bodily injury by disease.

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

**7-1.12B(4) Liability Insurance**

**7-1.12B(4)(a) General**

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

A. Premises, operations, and mobile equipment.
B. Products and completed operations.
C. Broad form property damage (including completed operations).
D. Explosion, collapse, and underground hazards.
E. Personal injury.
F. Contractual liability.

• The Contractor shall ensure that all of its subcontractors carry sufficient insurance coverage that the Contractor deems adequate based on the size, duration, and hazards of the subcontracted work.

**7-1.12B(4)(b) Liability Limits/Additional Insureds**

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

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

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

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

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

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

**7-1.12B(4)(c) Contractor's Insurance Policy is Primary**

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

**7-1.12B(5) Automobile Liability Insurance**

• The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than $1 000 000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

**7-1.12B(6) Policy Forms, Endorsements, and Certificates**

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

**7-1.12B(7) Deductibles**

• The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

**7-1.12B(8) Enforcement**

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

• If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."

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

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

**7-1.12B(9) Self-Insurance**

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

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

## SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: June 30, 2006

The third paragraph of Section 9-1.03, "Work Performed by Contractor," of the Standard Specifications is amended to read:

• The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

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.

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

duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

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

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

The final determination of claims will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in 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 12: CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Issue Date: June 30, 2006

The second paragraph of Section 12-1.01, "Description," of the Standard Specifications is amended to read:

• Attention is directed to Part 6 of the MUTCD and of the MUTCD California Supplement. Nothing in this Section 12 is to be construed as to reduce the minimum standards in these manuals.

Section 12-2.01, "Flaggers," of the Standard Specifications is amended to read:

• Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the MUTCD and of the MUTCD California Supplement. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

The first paragraph of Section 12-3.01, "General," of the Standard Specifications is amended to read:

• In addition to the requirements in Part 6 of the MUTCD and of the MUTCD California Supplement, all devices used by the Contractor in the performance of the work shall conform to the provisions in this Section 12-3.

The fifth paragraph of Section 12-3.01, "General," of the Standard Specifications is amended to read:

• Retroreflective sheeting shall conform to the requirements in ASTM Designation: D 4956 and to the special provisions.

The first paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

• The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. Construction area signs are shown in or referred to in Part 6 of the MUTCD and of the MUTCD California Supplement.

The fourth paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

• All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the MUTCD, Part 6 of the MUTCD California Supplement, and these specifications. All sign panels shall be the product of a commercial sign manufacturer, and shall be as specified in these specifications.

The eighth paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

• Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the MUTCD and of the MUTCD California Supplement. A significant difference between day and nighttime retroreflective color will be grounds for rejecting signs.

Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications is amended by deleting the third, fourth, fifth, and sixth paragraphs.

## SECTION 15: EXISTING HIGHWAY FACILITIES

Issue Date: November 2, 2004

The sixth paragraph of Section 15-2.07, "Payment," of the Standard Specifications is amended to read:

• Full compensation for removing, salvaging, reconstructing, relocating or resetting end caps, return caps, terminal sections, and buried post anchors, for metal beam guard railings and thrie beam barriers, and for connecting reconstructed, relocated or reset railings and barriers to new and existing facilities, including connections to concrete, shall be considered as included in the contract price paid per meter for the type of railing or barrier work involved and no additional compensation will be allowed therefor.

## 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 20: EROSION CONTROL AND HIGHWAY PLANTING

Issue Date: November 18, 2005

Section 20-2.25, "Backflow Preventers," of the Standard Specifications is amended to read:

### 20-2.25 BACKFLOW PREVENTERS

• Backflow preventers shall be one of the reduced pressure principle devices as specified in these specifications and the special provisions.

• Backflow preventers shall be factory assembled and shall include 2 check valves, one pressure differential relief valve, 2 shut-off valves and 4 test cocks. Backflow preventer and valves shall be the same size as the pipeline in which they are installed, unless otherwise shown on the plans.

• Backflow preventer shut-off valves shall be manufactured from iron or bronze and shall be either resilient wedged gate valves, resilient seated and fully ported ball valves, or resilient seated butterfly valves. Threaded type shut-off valves shall be provided with a union on one side of each valve. Unions shall be brass or malleable iron.

Section 20-5.03J, "Check and Test Backflow Preventers," of the Standard Specifications is amended to read:

**20-5.03J Check and Test Backflow Preventers**

- Backflow preventers shall be checked and tested for proper operation by a certified Backflow Preventer Tester. The tester shall hold a valid certification as a Backflow Preventer Tester from the local governing authority in which the device to be tested is located. The local governing authority shall be the county, city or water purveyor having the governing authority over testing of backflow preventers involved. If the local governing authority does not have a certification program for Backflow Preventer Testers, the tester shall have a certificate from one of the following:

A. The American Water Works Association.
B. A county which has a certification program for Backflow Preventer Testers.

- Tests for proper operation shall conform to the requirements of the governing authority.
- The Engineer shall be notified at least 5 days prior to testing backflow preventers.
- One copy of the test results for each backflow preventer tested shall be furnished to the Engineer.
- Backflow preventers, installed by the Contractor, failing required tests shall be repaired at the Contractor's expense.

## SECTION 29: TREATED PERMEABLE BASES

Issue Date: November 18, 2005

The fourth paragraph of Section 29-1.02A, "Asphalt Treated Permeable Base," of the Standard Specifications is amended to read:

- The type and grade of asphalt binder to be mixed with aggregate will be specified in the special provisions.

## SECTION 39: ASPHALT CONCRETE

Issue Date: November 18, 2005

The fifth paragraph of Section 39-2.01, "Asphalts," of the Standard Specifications is amended to read:

- Paving asphalt to be used as a binder for pavement reinforcing fabric shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," and shall be Grade PG 70-10.

## SECTION 40: PORTLAND CEMENT CONCRETE PAVEMENT

Issue Date: June 30, 2006

The fourth paragraph of Section 40-1.08, "Joints," of the Standard Specifications is amended to read:

- Straight tie bars shall be deformed reinforcing steel bars conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 280 or 420; ASTM Designation: A 996/A 996M, Grade 350 or 420; or ASTM Designation: A 706/A 706M.

## 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: June 30, 2006

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 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 1143-81. 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 3689-90. 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 the specified tip elevation 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 fifth paragraph in Section 49-1.04, "Load Test Piles," of the Standard Specifications is amended to read:

• Load test anchorages in piles used as anchor piles shall conform to the following requirements:

A. High strength threaded steel rods shall conform to the provisions for bars in Section 50-1.05, "Prestressing Steel," except Type II bars shall be used.
B. High strength steel plates shall conform to the requirements in ASTM Designation: A 709/A 709M, Grade 345.
C. Anchor nuts shall conform to the provisions in the second paragraph in Section 50-1.06, "Anchorages and Distribution."

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 and seventh paragraphs in Section 49-3.01, "Description," of the Standard Specifications are amended to read:

• Except for precast prestressed concrete piles in a corrosive environment, lifting anchors used in precast prestressed concrete piles shall be removed, and the holes filled in conformance with the provisions in Section 51-1.18A, "Ordinary Surface Finish."

• Lifting anchors used in precast prestressed concrete piles in a corrosive environment shall be removed to a depth of at least 25 mm below the surface of the concrete, and the resulting hole shall be filled with epoxy adhesive before the piles are delivered to the job site. The epoxy adhesive shall conform to the provisions in Sections 95-1, "General," and 95-2.01, "Binder (Adhesive), Epoxy Resin Base (State Specification 8040-03)."

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 first paragraph in Section 49-6.01, "Measurement," of the Standard Specifications is amended to read:

• The length of timber, steel, and precast prestressed concrete piles, and of cast-in-place concrete piles consisting of driven shells filled with concrete, shall be the greater of the following:

A. The total length in place in the completed work, measured along the longest side, from the tip of the pile to the plane of pile cut-off.
B. The length measured along the longest side, from the tip elevation shown on the plans or the tip elevation ordered by the Engineer, to the plane of pile cut-off.

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: June 30, 2006

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.

The eighth paragraph of Section 50-1.02, "Drawings," of the Standard Specifications is deleted.

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

- The following formula and friction coefficients shall be used in calculating friction losses in tendons:

$$To = Txe\ (\mu\alpha + KL)$$

Where:

To = steel stress at jacking end
Tx = steel stress at any point x
e = base of Naperian logarithms
$\mu$ = friction curvature coefficient
$\alpha$ = total angular change of prestressing steel profile in radians from jacking end to point x

K = friction wobble coefficient (=0.00066/m)
L = length of prestressing steel from jacking end to point x

| Type of Steel Tendon | Length of Tendon L(m) | Type of Duct | μ |
|---|---|---|---|
| Wire or Strand | 0 to less than 183 | Rigid or semi-rigid galvanized sheet metal | 0.15 |
| | 183 to less than 275 | | 0.20 |
| | 275 to less than 366 | | 0.25 |
| | Greater than or equal to 366 | | 0.25* |
| Wire or Strand | All | Plastic | 0.23 |
| | All | Rigid Steel Pipes | 0.25* |
| High Strength Bar | All | Rigid or semi-rigid galvanized sheet metal | 0.30 |

* With the use of lubrication

The thirteenth and fourteenth paragraphs in Section 50-1.08, "Prestressing," of the Standard Specifications are 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.
- When ordered by the Engineer, prestressing steel strands in pretensioned members, if tensioned individually, shall be checked by the Contractor for loss of prestress not more than 48 hours prior to placing concrete for the members. The method and equipment for checking the loss of prestress shall be subject to approval by the Engineer. Strands which show a loss of prestress in excess of 3 percent shall be retensioned to the original computed jacking stress.

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: January 28, 2005

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.

Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended by adding the following paragraph:

- The opening of the joints at the time of placing shall be that shown on the plans adjusted for temperature. Care shall be taken to avoid impairment of the clearance in any manner.

The first paragraph in Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended to read:

- Where shown on the plans, joints in structures shall be sealed with joint seals, joint seal assemblies, or seismic joints in conformance with the details shown on the plans, the provisions in these specifications, and the special provisions.

The fourth paragraph in Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended to read:

- Joint seal assemblies and seismic joints shall consist of metal or metal and elastomeric assemblies which are anchored or cast into a recess in the concrete over the joint. Strip seal joint seal assemblies consist of only one joint cell. Modular unit joint seal assemblies consist of more than one joint cell.

The fifth paragraph in Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended to read:

- The Movement Rating (MR) shall be measured normal to the longitudinal axis of the joint. The type of seal to be used for the MR shown on the plans shall be as follows:

| Movement Rating (MR) | Seal Type |
|---|---|
| MR ≤ 15 mm | Type A or Type B |
| 15 mm < MR ≤ 30 mm | Type A (silicone only) or Type B |
| 30 mm < MR ≤ 50 mm | Type B |
| 50 mm < MR ≤ 100 mm | Joint Seal Assembly (Strip Seal) |
| MR > 100 mm | Joint Seal Assembly (Modular Unit) or Seismic Joint |

The second paragraph in Section 51-1.12F(3)(b), "Type B Seal," of the Standard Specifications is amended to read:

- The preformed elastomeric joint seal shall conform to the requirements in ASTM Designation: D 2628 and the following:

A. The seal shall consist of a multi-channel, nonporous, homogeneous material furnished in a finished extruded form.
B. The minimum depth of the seal, measured at the contact surface, shall be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
C. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals shall provide a Movement Rating (MR) of not less than that shown on the plans.
D. The top and bottom edges of the joint seal shall maintain continuous contact with the sides of the groove over the entire range of joint movement.
E. The seal shall be furnished full length for each joint with no more than one shop splice in any 18-m length of seal.
F. The Contractor shall demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
G. Shop splices and field splices shall have no visible offset of exterior surfaces, and shall show no evidence of bond failure.
H. At all open ends of the seal that would admit water or debris, each cell shall be filled to a depth of 80 mm with commercial quality open cell polyurethane foam, or closed by other means subject to approval by the Engineer.

Section 51-1.12F(3)(c), "Joint Seal Assemblies," of the Standard Specifications is amended to read:

**(c) Joint Seal Assemblies and Seismic Joints**

- Joint seal assemblies and seismic joints shall be furnished and installed in joints in bridge decks as shown on the plans and as specified in the special provisions.

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

- The elastomer, as determined from test specimens, shall conform to the following:

| Test | ASTM Designation | Requirement |
|---|---|---|
| Tensile strength, MPa | D 412 | 15.5 Min. |
| Elongation at break, percent | D 412 | 350 Min. |
| Compression set, 22 h at 70°C, percent | D 395 (Method B) | 25 Max. |
| Tear strength, kN/m | D 624 (Die C) | 31.5 Min. |
| Hardness (Type A) | D 2240 with 2 kg. mass | 55 ±5 |
| Ozone resistance 20% strain, 100 h at 40°C ±2°C | D 1149 (except 100 ±20 parts per 100 000 000) | No cracks |
| Instantaneous thermal stiffening at -40°C | D 1043 | Shall not exceed 4 times the stiffness measured at 23°C |
| Low temperature brittleness at -40°C | D 746 (Procedure B) | Pass |

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 paragraph in Section 51-1.12H(2), "Steel Reinforced Elastomeric Bearings," of the Standard Specifications is amended to read:

• Steel reinforced elastomeric bearings shall conform to the requirements for steel-laminated elastomeric bearings in ASTM Designation: D 4014 and the following:

A. The bearings shall consist of alternating steel laminates and internal elastomer laminates with top and bottom elastomer covers. Steel laminates shall have a nominal thickness of 1.9 mm (14 gage). Internal elastomer laminates shall have a thickness of 12 mm, and top and bottom elastomer covers shall each have a thickness of 6 mm. The combined thickness of internal elastomer laminates and top and bottom elastomer covers shall be equal to the bearing pad thickness shown on the plans. The elastomer cover to the steel laminates at the sides of the bearing shall be 3 mm. If guide pins or other devices are used to control the side cover over the steel laminates, any exposed portions of the steel laminates shall be sealed by vulcanized patching. The length, width, or diameter of the bearings shall be as shown on the plans.
B. The total thickness of the bearings shall be equal to the thickness of elastomer laminates and covers plus the thickness of the steel laminates.
C. Elastomer for steel reinforced elastomeric bearings shall conform to the provisions for elastomer in Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads."
D. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer certifying that the bearings to be furnished conform to all of the above provisions. The Certificate of Compliance shall be supported by a certified copy of the results of tests performed by the manufacturer on the bearings.
E. One sample bearing shall be furnished to the Engineer from each lot of bearings to be furnished for the contract. Samples shall be available at least 3 weeks in advance of intended use. The sample bearing shall be one of the following:

| Bearing Pad Thickness as Shown on the Plans | Sample Bearing |
|---|---|
| ≤ 50 mm | Smallest complete bearing shown on the plans |
| > 50 mm | * 57 ± 3 mm thick sample not less than 200 mm x 305 mm in plan and cut by the manufacturer from the center of one of the thickest complete bearings |

* The sample bearing plus remnant parts of the complete bearing shall be furnished to the Engineer.

F. A test specimen taken from the sample furnished to the Engineer will be tested in conformance with the requirements in California Test 663. Specimens tested shall show no indication of loss of bond between the elastomer and steel laminates.

The fourth paragraph in Section 51-1.14, "Waterstops," of the Standard Specifications is amended to read:

• Neoprene shall be manufactured from a vulcanized elastomeric compound containing neoprene as the sole elastomer and shall conform to the following:

| Test | ASTM Designation | Requirement |
|---|---|---|
| Tensile strength, MPa | D 412 | 13.8 Min. |
| Elongation at break, percent | D 412 | 300 Min. |
| Compression set, 22 h at 70°C, percent | D 395 (Method B) | 30 Max. |
| Tear strength, kN/m | D 624 (Die C) | 26.3 Min. |
| Hardness (Type A) | D 2240 | 55±5 |
| Ozone resistance 20% strain, 100 h at 38°C ±1°C | D 1149 (except 100± 20 parts per 100 000 000) | No cracks |
| Low temperature brittleness at -40°C | D 746 (Procedure B) | Pass |
| Flame resistance | C 542 | Must not propagate flame |
| Oil Swell, ASTM Oil #3, 70 h at 100°C, volume change, percent | D 471 | 80 Max. |
| Water absorption, immersed 7 days at 70°C, change in mass, percent | D 471 | 15 Max. |

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: June 30, 2006

The first paragraph in Section 52-1.02A, "Bar Reinforcement," of the Standard Specifications is amended to read:

• Reinforcing bars shall be low-alloy steel deformed bars conforming to the requirements in ASTM Designation: A 706/A 706M, except that deformed or plain billet-steel bars conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 280 or 420, may be used as reinforcement in the following 5 categories:

A. Slope and channel paving,
B. Minor structures,
C. Sign and signal foundations (pile and spread footing types),
D. Roadside rest facilities, and
E. Concrete barrier Type 50 and Type 60 series and temporary railing.

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.

The third paragraph of Section 52-1.06, "Bending," of the Standard Specifications is amended to read:

• Hooks and bends shall conform to the provisions of the Building Code Requirements for Structural Concrete of the American Concrete Institute.

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

The eleventh paragraph in Section 52-1.07, "Placing," of the Standard Specifications is amended to read:

• Attention is directed to the provisions in Section 7-1.09, "Public Safety." Whenever a portion of an assemblage of bar reinforcing steel that is not encased in concrete exceeds 6 m in height, the Contractor shall submit to the Engineer for approval, in accordance with the provisions in Section 5-1.02, "Plans and Working Drawings," working drawings and design calculations for the temporary support system to be used. The working drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. The temporary support system shall be designed to resist all expected loads and shall be adequate to prevent collapse or overturning of the assemblage. If the installation of forms or other work requires revisions to or temporary release of any portion of the temporary support system, the working drawings shall show the support system to be used during each phase of construction. The minimum horizontal wind load to be applied to the bar reinforcing steel assemblage, or to a combined assemblage of reinforcing steel and forms, shall be the sum of the products of the wind impact area and the applicable wind pressure value for each height zone. The wind impact area is the total projected area of the cage normal to the direction of the applied wind. Wind pressure values shall be determined from the following table:

| Height Zone (Meters above ground) | Wind Pressure Value (Pa) |
|---|---|
| 0-9.0 | 960 |
| 9.1-15.0 | 1200 |
| 15.1-30.0 | 1440 |
| Over 30 | 1675 |

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 shall not exceed the values listed in the following table:

| 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 show signs of tampering will be rejected.
- Shorter length sample splice bars may be furnished if approved in writing by the Engineer.
- The Contractor shall ensure that sample splices are properly secured and transported to the testing laboratory in such a manner that no alterations to the physical conditions occur during transportation. Sample splices shall be tested in the same condition as received. No modifications to the sample splices shall be made before testing.
- 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 prequalification, 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, as defined in California Test 670, shall be 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 52-1.11, "Payment," of the Standard Specifications is amended by adding the following paragraph after the seventh paragraph:

• If a portion or all of the reinforcing steel is epoxy-coated 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 epoxy-coated reinforcement will be reduced $5000 for each epoxy-coating facility located more than 480 air line kilometers from both Sacramento and Los Angeles and an additional $3000 ($8000 total) for each epoxy-coating facility located more than 4800 air line kilometers from both Sacramento and Los Angeles.

## SECTION 55: STEEL STRUCTURES

Issue Date: July 21, 2006

The third and fourth paragraphs of Section 55-1.01, "Description," of the Standard Specifications are amended to read:

• Details of connections for highway bridges selected for use by the Contractor shall conform to the AASHTO LRFD Bridge Design Specifications with Caltrans Amendments.

• Details of design selected by the Contractor, fabrication and workmanship, for steel railway bridges shall conform to the requirements of the Specifications for Steel Railway Bridges, for Fixed Spans Not Exceeding 400 Feet in Length of the AREMA, as set forth in the special provisions.

The third paragraph of Section 55-1.05, "Falsework," of the Standard Specifications is amended to read:

• Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations." Loads imposed on existing, new or partially completed structures shall not exceed the load carrying capacity of the structure, or portion of structure, as determined by the AASHTO LRFD Bridge Design Specifications with Caltrans Amendments.

The fourth and fifth paragraphs of Section 55-2.01, "Description," of the Standard Specifications are amended to read:

• All structural steel plate used for the fabrication of tension members, tension flanges, eyebars and hanger plates and for splice plates of tension members, tension flanges and eyebars shall meet the longitudinal Charpy V-notch impact value requirements specified herein. Sampling procedures shall conform to the requirements in ASTM Designation: A 673. The H (Heat) frequency of testing shall be used for structural steels conforming to the requirements in ASTM Designations: A 709/A 709M, Grades 36 [250], 50 [345], 50W [345W], and HPS 50W [345W]. The P (Piece) frequency of testing shall be used for structural steel conforming to the requirements in ASTM Designation: A 709/A 709M, Grades HPS 70W [485W], 100 [690], and 100W [690W]. Charpy V-notch impact values shall be determined in conformance with the requirements in ASTM Designation: E 23.

• Charpy V-notch (CVN) impact values shall conform to the following minimum values for non fracture critical members:

| Material Conforming to ASTM Designation: A 709/A 709M | CVN Impact Value (Joules at Temp.) |
|---|---|
| Grade 36 [250] | 20 at 4°C |
| Grade 50 [345]* (50 mm and under in thickness) | 20 at 4°C |
| Grade 50W [345W]* (50 mm and under in thickness) | 20 at 4°C |
| Grade 50 [345]* (Over 50 mm to 100 mm in thickness) | 27 at 4°C |
| Grade 50W [345W]* (Over 50 mm to 100 mm in thickness) | 27 at 4°C |
| Grade HPS 50W [345W]* (100 mm and under in thickness) | 27 at -12°C |
| Grade HPS 70W [485]* (100 mm and under in thickness) | 34 at -23°C |
| Grade 100 [490] (65 mm and under in thickness) | 34 at -18°C |
| Grade 100W [490W] (Over 65 mm to 100 mm in thickness) | 48 at -18°C |

* If the yield point of the material exceeds 450 MPa, the temperature for the CVN impact value for acceptability shall be reduced 8°C for each increment of 70 MPa above 450 MPa.

Structural Steel Materials

| Material | Specification |
|---|---|
| Structural steel: | |
| Carbon steel | ASTM: A 709/A 709M, Grade 36 [250] or {A 36/A 36M}a |
| High strength low alloy columbium vanadium steel | ASTM: A 709/A 709M, Grade 50 [345]or {A 572/A 572M, Grade 50 [345]}a |
| High strength low alloy structural steel | ASTM: A 709/A 709M, Grade 50W [345W], Grade HPS 50W [HSP 345W], or {A 588/A 588M}a |
| High strength low alloy structural steel plate | ASTM: A 709/A 709M, Grade HPS 70W [HPS 485W] |
| High-yield strength, quenched and tempered alloy steel plate suitable for welding | ASTM: A 709/A 709M, Grade 100 [690] and Grade 100W [690W], or {A 514/A 514M}a |
| Steel fastener components for general applications: | |
| Bolts and studs | ASTM: A 307 |
| Headed anchor bolts | ASTM: A 307, Grade B, including S1 supplementary requirements |
| Nonheaded anchor bolts | ASTM: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO: M 314 supplementary requirements or AASHTO: M 314, Grade 36 or 55, including S1 supplementary requirements |
| High-strength bolts and studs | ASTM: A 449, Type 1 |
| High-strength threaded rods | ASTM: A 449, Type 1 |
| High-strength nonheaded anchor bolts | ASTM: A 449, Type 1 |
| Nuts | ASTM: A 563, including Appendix X1b |
| Washers | ASTM: F 844 |

| | |
|---|---|
| Components of high-strength steel fastener assemblies for use in structural steel joints: | |
| Bolts | ASTM: A 325, Type 1 |
| Tension control bolts | ASTM: F 1852, Type 1 |
| Nuts | ASTM: A 563, including Appendix X1b |
| Hardened washers | ASTM : F 436, Type 1, Circular, including S1 supplementary requirements |
| Direct tension indicators | ASTM: F 959, Type 325, zinc-coated |
| Carbon steel for forgings, pins and rollers | ASTM: A 668/A 668M, Class D |
| Alloy steel for forgings | ASTM: A 668/A 668M, Class G |
| Pin nuts | ASTM: A 36/A 36M |
| Carbon-steel castings | ASTM: A 27/A 27M, Grade 65-35, Class 1 |
| Malleable iron castings | ASTM: A 47, Grade 32510 or A 47M, Grade 22010 |
| Gray iron castings | ASTM: A 48, Class 30B |
| Carbon steel structural tubing | ASTM: A 500, Grade B or A 501 |
| Steel pipe (Hydrostatic testing will not apply) | ASTM: A 53, Type E or S, Grade B; A 106, Grade B; or A 139, Grade B |
| Stud connectors | ASTM: A 108 and AASHTO/AWS D1.5 |

a Grades that may be substituted for the equivalent ASTM Designation: A 709 steel, at the Contractor's option, subject to the modifications and additions specified and to the requirements of A 709.

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

The first sentence of the first paragraph of Section 55-2.02, " Structural Steel," of the Standard Specifications is amended to read:

• Unless otherwise specified or shown on the plans, all structural steel plates, shapes, and bars shall conform to ASTM Designation: A 709/A 709M, Grade 50 [345].

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 second paragraph of Section 55-3.17, "Welding," of the Standard Specifications is amended to read:

• The minimum size of all fillet welds, except those to reinforce groove welds, shall be as shown in the following table:

| Base Metal Thickness of the Thicker Part Joined (Millimeters) | *Minimum Size of Fillet Weld (Millimeters) |
|---|---|
| To 19 inclusive | 6 |
| Over 19 | 8 |

* Except that the weld size need not exceed the thickness of the thinner part joined.

The third paragraph of Section 55-3.19, "Bearings and Anchorages," is amended to read:

• Immediately before setting bearing assemblies or masonry plates directly on ground concrete surfaces, the Contractor shall thoroughly clean the surfaces of the concrete and the metal to be in contact and shall apply a coating of polysulfide or polyurethane caulking conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use M, to contact areas to provide full bedding.

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: November 2, 2004

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

Section 56-1.02A, "Bars, Plates and Shapes," of the Standard Specifications is amended to read:

### 56-1.02A Bars, Plates, Shapes, and Structural Tubing

• Bars, plates, and shapes shall be structural steel conforming to the requirements in ASTM Designation: A 36/A 36M, except, at the option of the Contractor, the light fixture mounting channel shall be continuous-slot steel channel conforming to the requirements in ASTM Designation: A 1011/A 1011M, Designation SS, Grade 33[230], or aluminum Alloy 6063-T6 extruded aluminum conforming to the requirements in ASTM Designation: B 221 or B 221M.

• Structural tubing shall be structural steel conforming to the requirements in ASTM Designation: A 500, Grade B.

• Removable sign panel frames shall be constructed of structural steel conforming to the requirements in ASTM Designation: A 36/A 36M.

Section 56-1.02B, "Sheets," of the Standard Specifications is amended to read:

### 56-1.02B Sheets

• Sheets shall be carbon-steel sheets conforming to the requirements in ASTM Designation: A 1011/A 1011M, Designation SS, Grade 33[230].

• Ribbed sheet metal for box beam-closed truss sign structures shall be fabricated from galvanized sheet steel conforming to the requirements in ASTM Designation: A 653/A 653M, Designation SS, Grade 33[230]. Sheet metal panels shall be G 165 coating designation in conformance with the requirements in ASTM Designation: A 653/A 653M.

Section 56-1.02F, "Steel Walkway Gratings," of the Standard Specifications is amended to read:

### 56-1.02F Steel Walkway Gratings

• Steel walkway gratings shall be furnished and installed in conformance with the details shown on the plans and the following provisions:

A. Gratings shall be the standard product of an established grating manufacturer.
B. Material for gratings shall be structural steel conforming to the requirements in ASTM Designation: A 1011/A 1011M, Designation CS, Type B.
C. For welded type gratings, each joint shall be full resistance welded under pressure, to provide a sound, completely beaded joint.
D. For mechanically locked gratings, the method of fabrication and interlocking of the members shall be approved by the Engineer, and the fabricated grating shall be equal in strength to the welded type.

E. Gratings shall be accurately fabricated and free from warps, twists, or other defects affecting their appearance or serviceability. Ends of all rectangular panels shall be square. The tops of the bearing bars and cross members shall be in the same plane. Gratings distorted by the galvanizing process shall be straightened.

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.
- Nuts for high-strength bolts designated as snug-tight shall not be lubricated.
- 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: PRESERVATIVE TREATMENT OF LUMBER, TIMBER AND PILING

Issue Date: November 18, 2005

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

- Timber, lumber, and piling shall be pressure treated after millwork is completed. Preservatives, treatment, and results of treatment shall conform to the requirements in AWPA Standards U1 and T1. Treatment of lumber and timber shall conform to the specified AWPA Use Category cited 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: June 30, 2006

The first paragraph of Section 59-1.02, "Weather Conditions," of the Standard Specifications is amended to read:

• Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather. Blast cleaning or application of solvent-borne paint will not be permitted when the atmospheric or surface temperature is at or below 2°C or above 38°C, or when the relative humidity exceeds 85 percent at the site of the work. Application of water-borne paint will not be permitted when the atmospheric or surface temperature is at or below 10°C, or above 38°C, or when the relative humidity exceeds 75 percent at the site of the work. Application of paint will not be permitted when the steel surface temperature is less than 3°C above the dew point, or when freshly painted surfaces may become damaged by rain, fog or condensation, or when it can be anticipated that the atmospheric temperature or relative humidity will not remain within the specified application conditions during the drying period, except as provided in the following paragraph for enclosures. If uncured paint is damaged by the elements, it shall be replaced or repaired by the Contractor at the Contractor's expense.

The second paragraph of Section 59-1.05, "Protection Against Damage," of the Standard Specifications is amended to read:

• Paint or paint stains on surfaces not designated to be painted shall be removed by the Contractor at the Contractor's expense and to the satisfaction of the Engineer.

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 third and fourth paragraphs of Section 59-2.12, "Painting," of the Standard Specifications are amended to read:

- Contact surfaces of stiffeners, railings, built up members or open seam exceeding 6 mils in width that would retain moisture, shall be caulked with polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O, or other approved material.
- 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 in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

## SECTION 72: SLOPE PROTECTION

Issue Date: November 18, 2005

The sixth paragraph of Section 72-4.04, "Construction," of the Standard Specifications is amended to read:

- Pervious backfill material, if required by the plans, shall be placed as shown. A securely tied sack containing 0.03-$m^3$ of pervious backfill material shall be placed at each weep hole and drain hole. The sack material shall conform to the provisions in Section 88-1.03, "Filter Fabric."

## SECTION 75: MISCELLANEOUS METAL

Issue Date: June 30, 2006

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) |
| 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<br>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 second paragraph in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

• Miscellaneous bridge metal shall consist of the following, except as further provided in Section 51-1.19, "Utility Facilities," and in the special provisions:

A. Bearing assemblies, equalizing bolts and expansion joint armor in concrete structures.
B. Expansion joint armor in steel structures.
C. Manhole frames and covers, frames and grates, ladder rungs, guard posts and access door assemblies.
D. Deck drains, area drains, retaining wall drains, and drainage piping, except drainage items identified as "Bridge Deck Drainage System" in the special provisions.

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

• Sheet steel for access doors shall be galvanized sheet conforming to the requirements in ASTM Designation: A 653/A 653M, Coating Designation Z600 {G210}.

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 | — |

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

- Sealing compound, for caulking and adhesive sealing, shall be a polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O.

The third paragraph in Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications is amended to read:

- Cables shall be 19 mm preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized, and in conformance with the requirements in Federal Specification RR-W-410D, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 200 kN. Two certified copies of mill test reports of each manufactured length of cable used shall be furnished to the Engineer.

The second paragraph in Section 75-1.05, "Galvanizing," of the Standard Specifications is amended to read:

- At the option of the Contractor, material thinner than 3.2 mm shall be galvanized either before fabrication in conformance with the requirements of ASTM Designation: A 653/A 653M, Coating Designation Z600, or after fabrication in conformance with the requirements of ASTM Designation: A 123, except that the weight of zinc coating shall average not less than 365 g per square meter of actual surface area with no individual specimen having a coating weight of less than 305 g per square meter.

## 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 81: MONUMENTS

Issue Date: June 30, 2006

The fifth paragraph of Section 81-1.02, "Materials," of the Standard Specifications is amended to read:

- At the option of the Contractor, the frame and cover for Type B and Type D survey monuments shall be fabricated from either cast steel or gray cast iron. The covers shall fit into the frames without rocking.

The seventh paragraph of Section 81-1.02, "Materials," of the Standard Specifications is amended to read:

• Granular material for Type B and Type D survey monuments shall be gravel, crushed gravel, crushed rock or any combination thereof. Granular material shall not exceed 37.5 mm in greatest dimension.

## SECTION 82: MARKERS AND DELINEATORS

Issue Date: June 30, 2006

The first paragraph of Section 82-1.02B, "Metal Posts," of the Standard Specifications is amended to read:

• Steel for metal posts shall conform to the requirements in ASTM Designation: A 36/A 36M. The posts shall be galvanized in conformance with the requirements in Section 75-1.05, "Galvanizing."

The third paragraph of Section 82-1.02D, "Target Plates," of the Standard Specifications is amended to read:

• The zinc-coated steel sheet shall conform to the requirements in ASTM Designation: A 653/A 653M, Classification: Commercial Steel (CS Types A, B and C). The steel sheets shall be galvanized in conformance with the requirements in Section 75-1.05, "Galvanizing." The zinc-coated surface shall be prepared for painting in a manner designed to produce optimum paint adherence. The surface preparation shall be accomplished without damaging or removing the zinc coating. Any evidence of damage or removal of the zinc coating shall be cause for rejection of the entire lot.

The eleventh paragraph of Section 82-1.02D, "Target Plates," of the Standard Specifications is amended to read:

• When tested in conformance with the requirements in California Test 671, the painted metal target plates shall, in general, have satisfactory resistance to weathering, humidity, salt spray and chemicals; the enamel coating shall have satisfactory adherence and impact resistance, a pencil lead hardness of HB minimum, 60° specular gloss of 80 percent minimum, an excitation purity of 3 percent maximum as received and after 1000 hours in an artificial weathering device in conformance with the requirements in ASTM Designation: G 155, Table X3.1, Cycle 1, and a daylight luminous directional reflectance ("Y" value) of 70 minimum.

The second paragraph of Section 82-1.02F, "Reflectors," of the Standard Specifications is amended to read:

• Reflectors for flexible target plates on Type K object markers and target plates on Class 2 delineators, and reflectors for Class 1 delineators shall be made from impact resistant retroreflective sheeting as specified in the special provisions. The color of the retroreflective sheeting shall conform to the color designated on the plans and the Chromaticity Coordinates specified in ASTM Designation: D 4956, or the PR color number specified by the Federal Highway Administration's Color Tolerance Chart.

The fourth paragraph of Section 82-1.02F, "Reflectors," of the Standard Specifications is amended to read:

The instrumental method of determining color shall conform to the requirements specified in ASTM Designation: D 4956. In the event of any dispute concerning the test results of instrumental testing, the visual test shall prevail.

## SECTION 83: RAILINGS AND BARRIERS

Issue Date: January 28, 2005

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

• The rail elements, backup plates, terminal sections, end and return caps, bolts, nuts and other fittings shall conform to the requirements in AASHTO Designation: M 180, except as modified in this Section 83-1.02B and as specified in Section 83-1.02. The rail elements, backup plates, terminal sections, end and return caps shall conform to Class A, Type 1 W-Beam guard railing as shown in AASHTO Designation: M 180. The edges and center of the rail element shall contact each post block. Rail element joints shall be lapped not less than 316 mm and bolted. The rail metal, in addition to conforming to the requirements in AASHTO Designation: M 180, shall withstand a cold bend, without cracking, of 180 degrees around a mandrel of a diameter equal to 2.5 times the thickness of the plate.

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.

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

• End anchor assemblies and rail tensioning assemblies for metal beam guard railing shall be constructed as shown on the plans and shall conform to the following provisions:

An end anchor assembly (Type SFT) for metal beam guard railing shall consist of an anchor cable, an anchor plate, a wood post, a steel foundation tube, a steel soil plate and hardware.

An end anchor assembly (Type CA) for metal beam guard railing shall consist of an anchor cable, an anchor plate, a single anchor rod or double anchor rods, hardware and one concrete anchor.

A rail tensioning assembly for metal beam guard railing shall consist of an anchor cable, an anchor plate, and hardware.

The anchor plate, metal plates, steel foundation tubes and steel soil plate shall be fabricated of steel conforming to the requirements in ASTM Designation: A 36/A 36M.

The anchor rods shall be fabricated of steel conforming to the requirements in ASTM Designation: A 36/A 36M, A 441 or A 572, or ASTM Designation: A 576, Grades 1018, 1019, 1021 or 1026. The eyes shall be hot forged or formed with full penetration welds. After fabrication, anchor rods with eyes that have been formed with any part of the eye below 870°C during the forming operation or with eyes that have been closed by welding shall be thermally stress relieved prior to galvanizing. The completed anchor rod, after galvanizing, shall develop a strength of 220 kN.

In lieu of built-up fabrication of anchor plates as shown on the plans, anchor plates may be press-formed from steel plate, with or without welded seams.

All bolts and nuts shall conform to the requirements in ASTM Designation: A 307, unless otherwise specified in the special provisions or shown on the plans.

Anchor cable shall be 19-mm preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410D, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 200 kN. Two certified copies of mill test reports of each manufactured length of cable used shall be furnished to the Engineer. The overall length of each cable anchor assembly shall be as shown on the plans, but shall be a minimum of 2 m.

Where shown on the plans, cable clips and a cable thimble shall be used to attach cable to the anchor rod. Thimbles shall be commercial quality, galvanized steel. Cable clips shall be commercial quality drop forged galvanized steel.

The swaged fitting shall be machined from hot-rolled bars of steel conforming to AISI Designation: C 1035, and shall be annealed suitable for cold swaging. The swaged fitting shall be galvanized before swaging. A lock pin hole to accommodate a 6-mm, plated, spring steel pin shall be drilled through the head of the swage fitting to retain the stud in proper position. The manufacturer's identifying mark shall be stamped on the body of the swage fitting.

The 25-mm nominal diameter stud shall conform to the requirements in ASTM Designation: A 449 after galvanizing. Prior to galvanizing, a 10-mm slot for the locking pin shall be milled in the stud end.

The swaged fittings, stud and nut assembly shall develop the specified breaking strength of the cable.

The cable assemblies shall be shipped as a complete unit including stud and nut.

Clevises shall be drop forged galvanized steel and shall develop the specified breaking strength of the cable.

One sample of cable properly fitted with swaged fitting and right hand thread stud at both ends as specified above, including a clevis when shown on the plans, one meter in total length, shall be furnished the Engineer for testing.

The portion of the anchor rod to be buried in earth shall be coated with a minimum 0.5-mm thickness of coal tar enamel conforming to AWWA Standard: C203 or a coal tar epoxy conforming to the requirements in Steel Structures Painting Council Paint Specification No. 16, Coal-Tar Epoxy-Polymide Black Paint or Corps of Engineers Specification, Formula C-200a, Coal-Tar Epoxy Paint.

Metal components of the anchor assembly shall be fabricated in conformance with good shop practice and shall be hot-dip galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing."

Anchor cables shall be tightened after the concrete anchor has cured for at least 5 days.

Concrete used to construct anchors for end anchor assemblies shall be Class 3 or minor concrete conforming to the provisions in Section 90, "Portland Cement Concrete."

Concrete shall be placed against undisturbed material of the excavated holes for end anchors. The top 300 mm of holes shall be formed, if required by the Engineer.

Reinforcing steel in concrete anchors for end anchor assemblies shall conform to the provisions in Section 52, "Reinforcement."

The second paragraph in Section 83-1.02D, "Steel Bridge Railing," of the Standard Specifications is amended to read:

- Structural shapes, tubing, plates, bars, bolts, nuts, and washers shall be structural steel conforming to the provisions in Section 55-2, "Materials." Other fittings shall be commercial quality.

The second and third paragraphs in Section 83-1.02E, "Cable Railing," of the Standard Specifications are replaced with the following paragraph:

- Pipe for posts and braces shall be standard steel pipe or pipe that conforms to the provisions in Section 80-4.01A, "Posts and Braces."

The fourteenth paragraph in Section 83-1.02I, "Chain Link Railing," of the Standard Specifications is amended to read:

- Chain link fabric shall be either 11-gage Type I zinc coated fabric conforming to the requirements in AASHTO Designation: M 181 or 11-gage Type IV polyvinyl chloride (PVC) coated fabric conforming to the requirements in Federal Specification RR-F-191/1D.

The second paragraph of Section 83-1.03, "Measurement," of the Standard Specifications is amended to read:

- Except for metal beam guard railing within the pay limits of a terminal system end treatment or transition railing (Type WB), metal beam guard railing will be measured by the meter along the face of the rail element from end post to end post of the completed railing at each installation. The point of measurement at each end post will be the center of the bolt attaching the rail element to the end post.

The seventh paragraph of Section 83-1.03, "Measurement," of the Standard Specifications is amended to read:

- The quantities of end anchor assemblies (Type SFT or Type CA) and rail tensioning assemblies will be measured as units determined from actual count. An end anchor assembly (Type CA) with 2 cables attached to one concrete anchor will be counted as one terminal anchor assembly (Type CA) for measurement and payment.

The eighth paragraph of Section 83-1.03, "Measurement," of the Standard Specifications is amended to read:

- The quantities of return and end caps and the various types of terminal sections for metal beam guard railing will be determined as units from actual count.

The third paragraph of Section 83-1.04, "Payment," of the Standard Specifications is amended to read:

• The contract unit prices paid for end anchor assembly (Type SFT), end anchor assembly (Type CA), and rail tensioning assembly shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the end anchor assemblies, complete in place, including drilling anchor plate bolt holes in rail elements, driving steel foundation tubes, excavating for concrete anchor holes and disposing of surplus material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The fourth paragraph of Section 83-1.04, "Payment," of the Standard Specifications is amended to read:

• The contract unit prices paid for return caps, end caps, and the various types of terminal sections for metal beam guard railing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing terminal sections, return and end caps, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The second paragraph of Section 83-2.02B, "Thrie Beam Barrier," of the Standard Specifications is amended to read:

• Rail elements, backup plates, terminal connectors, terminal sections, and return caps shall conform to Class A, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180.

The fourteenth paragraph of Section 83-2.02B, "Thrie Beam Barrier," of the Standard Specifications is amended to read:

• All metal work shall be fabricated in the shop, and no punching, cutting or welding will be permitted in the field. Rail elements shall be lapped so that the exposed ends will not face approaching traffic. Terminal sections and return caps shall be installed in conformance with the manufacturer's recommendation.

The first paragraph in Section 83-2.02D(2), "Materials," of the Standard Specifications is amended to read:

• Type 50 and 60 series concrete barriers shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," except as follows:

a. The maximum size of aggregate used for extruded or slip-formed concrete barriers 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 9.5-mm.
b. If the 9.5-mm maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 400 kg/m$^3$.

The third paragraph in Section 83-2.02D(2), "Materials," of the Standard Specifications is amended to read:

• The concrete paving between the tops of the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) and the optional concrete slab at the base between the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) shall be constructed of minor concrete conforming to the provisions of Section 90-10, except that the minor concrete shall contain not less than 300 kg of cementitious material per cubic meter.

The first paragraph of Section 83-2.03, "Measurement," of the Standard Specifications is amended to read:

• Except for single thrie beam barrier within the pay limits of transition railing (Type STB), single thrie beam barrier will be measured by the meter from end post to end post along the face of the rail element of the installed barrier. Single thrie beam barriers constructed on each side of piers under structures or other obstructions will be measured for payment along each line of the installed barrier.

The second paragraph of Section 83-2.03, "Measurement," of the Standard Specifications is amended to read:

• Except for double thrie beam barrier within the pay limits of transition railing (Type DTB), double thrie beam barrier will be measured by the meter from end post to end post along the center line of the installed barrier.

The fifth paragraph of Section 83-2.03, "Measurement," of the Standard Specifications is amended to read:

• The quantity of return caps, terminal connectors and the various types of terminal sections for single and double thrie beam barriers will be determined as units from actual count.

The sixth paragraph of Section 83-2.03, "Measurement," of the Standard Specifications is amended to read:

- The quantity of end anchor assemblies will be paid for as units determined from actual count.

The first paragraph of Section 83-2.04, "Payment," of the Standard Specifications is amended to read:

- The various types of thrie beam barrier, measured as specified in Section 83-2.03, "Measurement," will be paid for at the contract price per meter for single or double thrie beam barrier, whichever applies, and the contract unit price or prices for end anchor assemblies, return caps, terminal connectors and the various types of terminal sections.

The second paragraph of Section 83-2.04, "Payment," of the Standard Specifications is amended to read:

- The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the barrier, complete in place, including drilling holes for wood posts, driving posts, backfilling the space around posts, excavating and backfilling end anchor assembly holes, connecting thrie beam barrier to concrete surfaces and disposing of surplus excavated material, and for furnishing, placing, removing and disposing of the temporary railing for closing the gap between existing barrier and the barrier being constructed as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

The fourth paragraph in Section 83-2.04, "Payments," of the Standard Specifications is amended to read:

- Steel plate barrier attached to concrete barrier at overhead sign foundations, electroliers, drainage structures, and other locations shown on the plans will be measured and paid for as the type of concrete barrier attached thereto.

## SECTION 84: TRAFFIC STRIPES AND PAVEMENT MARKINGS

Issue Date: July 21, 2006

The first paragraph of Section 84-2.02, "Materials," of the Standard Specifications is amended to read:

- The thermoplastic material shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II).

The first paragraph of Section 84-3.02, "Materials," of the Standard Specifications is amended to read:

- Paint for traffic stripes and pavement markings shall conform to the following State Specifications:

| Paint Type | Color | State Specification No. |
|---|---|---|
| Waterborne Traffic Line | White, Yellow and Black | PTWB-01 |
| Acetone-Based | White, Yellow and Black | PT-150VOC(A) |
| Waterborne Traffic Line for disabled persons' parking, and other curb markings | Blue, Red and Green | Federal Specification No. TT-P-1952D |

The fourth paragraph of Section 84-3.02, "Materials," of the Standard Specifications is amended to read:

- The kind of paint to be used (waterborne or acetone-based) shall be determined by the Contractor based on the time of year the paint is applied and local air pollution control regulations.

The first paragraph of Section 84-3.05, "Application," of the Standard Specifications is amended to read:

Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 5°C when using acetone-based paint or

below 10°C when using water borne paint; when freshly painted surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below the aforementioned 5°C or 10°C temperatures during the drying period.

The third paragraph of Section 84-3.05, "Application," of the Standard Specifications is deleted.

The tenth paragraph of Section 84-3.05, "Application," of the Standard Specifications is amended to read:

- Paint to be applied in 2 coats shall be applied approximately as follows:

| Paint Type | Square Meter Coverage Per Liter | |
|---|---|---|
| | First Coat | Second Coat |
| Waterborne Paint | 6 | 6 |
| Acetone-Based Paint | 10 | 5 |

## SECTION 85: PAVEMENT MARKERS

Issue Date: June 30, 2006

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 25 000 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, "Retroreflective 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.

The seventh sentence of the fourteenth paragraph of Section 85-1.06, "Placement," of the Standard Specifications is amended to read:

- Soft rags moistened with mineral spirits conforming to Army Mil-PRF-680A(1) or kerosene may be used, if necessary, to remove adhesive from exposed faces of pavement markers.

## SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: June 30, 2006

The second paragraph of Section 86-1.01, "Description," of the Standard Specifications is amended to read:

- The locations of signals, beacons, standards, lighting fixtures, signs, controls, services and appurtenances shown on the plans are approximate and the exact locations will be approved by the Engineer in the field.

The tenth paragraph of Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," of the Standard Specifications is amended to read:

- These provisions will not relieve the Contractor in any manner of the Contractor's responsibilities as provided in Section 7-1.12, "Indemnification and Insurance," and Section 7-1.16, "Contractor's Responsibility for the Work and Materials."

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

- Except for concrete for cast-in-drilled-hole concrete pile foundations, portland cement concrete shall conform to Section 90-10, "Minor Concrete."

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

- Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in Section 49, "Piling," with the following exceptions: 1) Material resulting from drilling holes shall be disposed of in conformance with the provisions in Section 86-2.01, "Excavating and Backfilling," and 2) Concrete filling for cast-in-drilled-hole concrete piles will not be considered as designated by compressive strength.

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 plates.

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

• 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 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 55-2, "Materials," 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 seam 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 in 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 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 Section 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 traffic signal controller cabinet requirement in the table in Section 86-2.08A, "Conductor Identification," of the Standard Specifications is amended to read:

| | | | | | |
|---|---|---|---|---|---|
| Traffic Signal Controller Cabinet | Ungrounded between Service | Blk | None | CON-1 | 6 |
| | Grounded Circuit Conductor | White | None | CON-2 | 6 |

The second paragraph of Section 86-2.08B, "Multiple Circuit Conductors," of the Standard Specifications is amended to read by the following 2 paragraphs:

- At any point, the minimum insulation thickness of any Type USE, RHH, or RHW insulation shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive; and 1.3 mm for No. 8 to No. 2, inclusive.
- At any point, the minimum insulation thickness of any Type THW or TW wires shall be 0.7 mm for conductor sizes No. 14 to No. 10, inclusive; 1.0 mm for No. 8; and 1.4 mm for No. 6 to No. 2, inclusive.

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.

The first paragraph of Section 86-2.15, "Galvanizing," of the Standard Specifications is amended to read:

- Galvanizing shall be in conformance with the provisions in Section 75-1.05, "Galvanizing," except that cabinets may be constructed of material galvanized prior to fabrication in conformance with the requirements in ASTM Designation: A 653/653M, Coating Designation G 90, in which case all cut or damaged edges shall be painted with at least 2 applications of approved unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint." Aerosol cans shall not be used. Other types of protective coating must be approved by the Engineer prior to installation.

Subparagraph B of the thirteenth paragraph of Section 86-2.16, "Multiple Circuit Conductors," of the Standard Specifications is amended to read:

B. Salt Spray Resistance - The undercutting of the film of the coating system shall not exceed 3 mm average, from lines scored diagonally and deep enough to expose the base metal, after 336 hours exposure in a salt spray cabinet in conformance with the requirements in ASTM Designation: B 117.

The third paragraph under "Mounting Assemblies" of Section 86-2.16, "Internally Illuminated Street Name Signs," of the Standard Specifications is amended to read:

- At least 16 feet of clearance shall be provided between the bottom of the fixture and the roadway.

The first paragraph of Section 86-4.01, "Vehicle Signal Faces," of the Standard Specifications is amended to read:

- Each vehicle signal face shall be of the adjustable type conforming to the requirements in Institute of Transportation Engineers (ITE) Publication: ST-017B, "Vehicle Traffic Control Signal Heads."

Subparagraphs 1 and 3 of the first paragraph of Section 86-4.01A, "Optical Units," of the Standard Specifications are amended to read:

- Lenses, reflectors, reflector assemblies, lamp receptacles, lamps, wiring and light distribution shall conform to the requirements in ITE Publication: ST-017B.

- All reflectors shall conform to the requirements in ITE Publication: ST-017B except that reflectors shall be made of silvered glass or of specular aluminum with an anodic coating. Reflector ring holder shall be made of cast aluminum.

The first paragraph of Section 86-4.01B, "Signal Sections," of the Standard Specifications is amended to read:

- Each signal section housing shall be either die-cast or permanent mold-cast aluminum conforming to ITE Publication: ST-017B or, when specified in the special provisions, shall be structural plastic.

The first paragraph of Section 86-4.01C, "Electrical Components," of the Standard Specifications is amended to read:

- Lamp receptacles and wiring shall conform to ITE Publication: ST-017B. The metal portion of the medium base lamp socket shall be brass, copper or phosphor bronze.

The first paragraph of Section 86-4.01D, "Visors," of the Standard Specifications is amended to read:

- Each signal section shall be provided with a removable visor conforming to the requirements in ITE Publication: ST-017B. Visors are classified, on the basis of lens enclosure, as full circle, tunnel (bottom open), or cap (bottom and lower sides open). Unless otherwise specified, visors shall be the tunnel type.

The first paragraph of Section 86-4.02A, "Physical and Mechanical Requirements," of the Standard Specifications is amended to read:

- Light emitting diode signal modules shall be designed as retrofit replacements for optical units of standard traffic signal sections and shall not require special tools for installation. Light emitting diode signal modules shall fit into existing traffic signal section housings built in conformance with the requirements in the Institute of Transportation Engineers (ITE) publication ST-017B, "Vehicle Traffic Control Signal Heads (VTCSH)" without modification to the housing.

The seventh paragraph of Section 86-4.02A, "Physical and Mechanical Requirements," of the Standard Specifications is amended to read:

- Light emitting diode signal modules shall be protected against dust and moisture intrusion in conformance with the requirements in NEMA Standard 250 for Type 4 enclosures to protect the internal components.

The first paragraph of Section 86-4.02B, "Photometric Requirements," of the Standard Specifications is amended to read:

- The minimum initial luminous intensity values for light emitting diode signal modules shall conform to the requirements in Section 11.04 of the Institute of Transportation Engineers (ITE) publication ST-017B, "Vehicle Traffic Control Signal Heads (VTCSH)" at 25°C.

The third paragraph of Section 86-4.02C, "Electrical," of the Standard Specifications is amended to read:

- The light emitting diode signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients as specified in Section 2.1.6 of NEMA Standard TS2.

Subparagraph 7 of the fourth paragraph of Section 86-4.02D(1), "Design Qualification Testing," of the Standard Specifications is amended to read:

- Moisture resistance testing shall be performed on light emitting diode signal modules in conformance with the requirements in NEMA Standard 250 for Type 4 enclosures. Evidence of internal moisture after testing shall be cause for rejection.

The second paragraph of Section 86-4.05, "Programmed Visibility Vehicle Signal Faces," of the Standard Specifications is amended to read:

- Each programmed visibility signal section shall provide a nominal 300-mm diameter circular or arrow indication. Color and arrow configuration shall conform to the requirements in ITE Publication: ST-017B.

The first paragraph of Section 86-4.06, "Pedestrian Signal Faces" of the Standard Specifications is amended to read:

- Message symbols for pedestrian signal faces shall be white WALKING PERSON and Portland orange UPRAISED HAND conforming to the requirements in the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications," "Manual on Uniform Traffic Control Devices," and "MUTCD California Supplement." The height of each symbol shall be not less than 250 mm and the width of each symbol shall be not less than 165 mm.

Subparagraph 3 of the first paragraph of Section 86-4.06A, "Types," of the Standard Specifications is amended to read:

- Each reflector assembly shall consist of a double reflector or 2 single reflectors. Each reflector shall be made of either aluminum or plastic. Reflectors shall conform to the requirements in Institute of Transportation Engineers Publication: ST-017B, "Vehicle Traffic Control Signal Heads." Plastic reflectors shall consist of molded or vacuum-formed plastic with a vacuum-deposited aluminum reflecting surface. The plastic material shall not distort when the reflector is used with the lamp of the wattage normally furnished with the signal. In addition, the UL nonmechanical loading temperature of the material shall exceed, by at least 10°C, the maximum temperature in the signal section with the lamp "ON" and measured in an ambient air temperature of 25°C in conformance with the requirements in UL Publication UL 746B. Each completed reflector shall, when operated with the appropriate lamp and lens, provide the message brightness specified.

The tenth paragraph of Section 86-4.07, "Light Emitting Diode Pedestrian Signal Face 'Upraised Hand' Module" of the Standard Specifications is amended to read:

- The luminance of the "UPRAISED HAND" symbol shall be 3750 cd/m$^2$ minimum. The color of "UPRAISED HAND" shall be Portland orange conforming to the requirements of the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications," "Manual on Uniform Traffic Control Devices," and "MUTCD California Supplement." The height of each symbol shall be not less than 250 mm and the width of each symbol shall be not less than 165 mm.

The second paragraph of Section 86-4.07C, "Electrical," of the Standard Specifications is amended to read:

- On-board circuitry of the light emitting diode pedestrian signal modules shall include voltage surge protection to withstand high-repetition noise transients as stated in Section 2.1.6 of NEMA Standard TS2.

The second paragraph of Section 86-4.07D(1), "Design Qualification Testing," of the Standard Specifications is amended to read:

- A quantity of 2 units for each design shall be submitted for Design Qualification Testing. Test units shall be submitted to the Transportation Laboratory, after manufacturer's testing is complete.

Subparagraphs 5 and 7 of the fourth paragraph of Section 86-4.07D(1), "Design Qualification Testing," of the Standard Specifications are amended to read:

- Mechanical vibration testing shall be in conformance with the requirements in Military Specification MIL-STD-883, Test Method 2007, using three 4-minute cycles along each x, y and z axis, at a force of 2.5 Gs, with a frequency sweep from 2 Hz to 120 Hz. The loosening of the lens or of internal components, or other physical damage shall be cause for rejection.

- Moisture resistance testing shall be performed on modules mounted in a standard pedestrian signal housing in conformance to the requirements in NEMA Standard 250 for Type 4 enclosures. Evidence of internal moisture after testing shall be cause for rejection.

The cone penetration, flow, and resilience requirements in the table in the second paragraph under "Hot-Melt Rubberized Asphalt Sealant" of Section 86-5.01A(5), "Installation Details," of the Standard Specifications is amended to read:

| | | |
|---|---|---|
| Cone Penetration, 25°C, 150 g, 5 s | D 5329, Sec. 6 | 3.5 mm, max. |
| Flow, 60°C | D 5329, Sec. 8 | 5 mm, max. |
| Resilience, 25°C | D 5329, Sec. 12 | 25%, min. |

The third paragraph under "Mounting Assemblies" of Section 86-6.065, "Internally Illuminated Street Name Signs," of the Standard Specifications is amended to read:

- At least 4.9-m of clearance shall be provided between the bottom of the fixture and the roadway.

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<br>ASTM Designation: D 5261 | 140 |
| Grab tensile strength<br>(25-mm grip), kilonewtons, min. in each direction<br>ASTM Designation: D 4632 | 0.45 |
| Elongation at break, percent min.<br>ASTM Designation: D 4632 | 50 |
| Asphalt retention by fabric, grams per square meter. (Residual Minimum)<br>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: November 2, 2004

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 150-02a.

• 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 150-02a 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.
- 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 shall not exceed 10 percent when determined in conformance with the requirements in ASTM Designation: C 114. The available alkali content (as sodium oxide equivalent) shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311, or the total alkali content (as sodium oxide equivalent) shall not exceed 5.0 percent when determined in conformance with the requirements in ASTM Designation: D 4326.

• 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.

- At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 100 µm, and shall be extruded onto 283.5 gram burlap.
- At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 250 µm achieved in a single layer of material.
- If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium as specified above, these mediums and any joints therein shall be secured as necessary to provide moisture retention and shall be within 75 mm of the concrete at all points along the surface being cured. When these mediums are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 60°C, this method of curing shall be discontinued, and one of the other curing methods allowed for the concrete shall be used.
- 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 in a corrosive environment 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.

## SECTION 91: PAINT

Issue Date: November 18, 2005

Section 91-3, "Paints for Timber," of the Standard Specifications is amended to read:

### 91-3 PAINTS FOR TIMBER

**91-3.01 WOOD PRIMER, LATEX-BASE**

**Classification:**

- This specification covers a ready-mixed priming paint for use on unpainted wood or exterior woodwork. It shall conform with the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for exterior wood primers, and be listed on the Exterior Latex Wood Primer MPI List Number 6.

**91-3.02 PAINT; LATEX-BASE FOR EXTERIOR WOOD, WHITE AND TINTS**

**Classification:**

- This specification covers a ready-mixed paint for use on wood surfaces subject to outside exposures. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products List:

A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

- Unpainted wood shall first be primed with wood primer conforming to the provisions in Section 91-3.01, "Wood Primer, Latex-Base."

Section 91-4, "Miscellaneous Paints," of the Standard Specifications is amended to read:

### 91-4 MISCELLANEOUS PAINTS

**91-4.01 THROUGH 91-4.04 (BLANK)**

**91-4.05 PAINT; ACRYLIC EMULSION, EXTERIOR WHITE AND LIGHT AND MEDIUM TINTS**

**Classification:**

- This specification covers an acrylic emulsion paint designed for use on exterior masonry. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products Lists:

A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

- This paint may be tinted by using "universal" or "all purpose" concentrates.

## SECTION 92: ASPHALTS

Issue Date: November 18, 2005

Section 92, "Asphalts," of the Standard Specifications is amended to read:

**92-1.01 DESCRIPTION**

- Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
B. Free from water.
C. Homogeneous.

## 92-1.02 MATERIALS

### 92-1.02(A) General

- The Contractor shall furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

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

- The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.
- The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

### 92-1.02(B) Grades

- Performance graded (PG) asphalt binder shall conform to the following:

Performance Graded Asphalt Binder

| Property | AASHTO Test Method | Specification Grade | | | | |
|---|---|---|---|---|---|---|
| | | PG 58-22 [a] | PG 64-10 | PG 64-16 | PG 64-28 | PG 70-10 |
| Original Binder | | | | | | |
| Flash Point, Minimum °C | T48 | 230 | 230 | 230 | 230 | 230 |
| Solubility, Minimum % [b] | T44 | 99 | 99 | 99 | 99 | 99 |
| Viscosity at 135°C, [c] Maximum, Pa·s | T316 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T315 | 58 | 64 | 64 | 64 | 70 |
| Minimum G*/sin(delta), kPa | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test, [e] Mass Loss, Maximum, % | T240 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T315 | 58 | 64 | 64 | 64 | 70 |
| Minimum G*/sin(delta), kPa | | 2.20 | 2.20 | 2.20 | 2.20 | 2.20 |
| Ductility at 25°C Minimum, cm | T51 | 75 | 75 | 75 | 75 | 75 |
| PAV [f] Aging, Temperature, °C | R28 | 100 | 100 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T315 | 22 [d] | 31 [d] | 28 [d] | 22 [d] | 34 [d] |
| Maximum G*/sin(delta), kPa | | 5000 | 5000 | 5000 | 5000 | 5000 |
| Creep Stiffness, Test Temperature, °C | T313 | -12 | 0 | -6 | -18 | 0 |
| Maximum S-value, Mpa | | 300 | 300 | 300 | 300 | 300 |
| Minimum M-value | | 0.300 | 0.300 | 0.300 | 0.300 | 0.300 |

Notes:

a. For use as asphalt rubber base stock for high mountain and high desert area.
b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
d. Test the sample at 3°C higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum.
e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2872.
f. "PAV" means Pressurized Aging Vessel.

- Performance based asphalt (PBA) binder shall conform to the following:

Performance Based Asphalt Binder

| Property | AASHTO Test Method | Specification Grade PBA 6a | PBA 6a(mod) | PBA 6b | PBA 7 |
|---|---|---|---|---|---|
| Absolute Viscosity (60°C), Pa·s(x$10^{-1}$)[a] | T202 | | | | |
| Original Binder, Minimum | | 2000 | 2000 | 2000 | 1100 |
| RTFO Aged Residue [b], Minimum | | 5000 | 5000 | 5000 | 3000 |
| Kinematic Viscosity (135°C), $m^2/s(x10^{-6})$ | T201 | | | | |
| Original Binder, Maximum | | 2000 | 2000 | 2000 | 2000 |
| RTFO Aged Residue, Minimum | | 275 | 275 | 275 | 275 |
| Absolute Viscosity Ratio (60°C), Maximum RTFO Test Visc./Orig. Visc. | — | 4.0 | 4.0 | 4.0 | 4.0 |
| Flash Point, Cleveland Open Cup, °C, [d] | T48 | | | | |
| Original Binder, Minimum | | 232 | 232 | 232 | 232 |
| Mass Loss After RTFO Test, % | T240 | 0.60 | 0.60 | 0.60 | 0.60 |
| Solubility in Trichloroethylene, % [c] | T44 | | | | |
| Original Binder, Minimum | | Report | Report | Report | Report |
| Ductility (25°C, 5 cm/min), cm | T51 | | | | |
| RTFO Test Aged Residue [b], Minimum | | 60 | 60 | 60 | 75 |
| On RTFO Test Aged Residue, °C: | [f] | | | | |
| 1 to 10 rad/sec: SSD ≥ 0 and Phase Angle (at 1 rad/sec) < 72° | | — | 35 | — | — |
| On Residue from | R28 | | | | |
| PAV [g] at temp., °C | | 100 | 100 | 100 | 110 |
| Or Residue from Tilt Oven[f] (@113°C), hours | | 36 | 36 | 36 | 72 |
| [e] SSD ≥ -115(SSV)-50.6, °C | [f] | — | — | — | 25 |
| Stiffness, | T313 | | | | |
| Test Temperature, °C | | -24 | -24 | -30 | -6 |
| Maximum S-value, MPa | | 300 | 300 | 300 | 300 |
| Minimum M-value | | 0.300 | 0.300 | 0.300 | 0.300 |

Notes:

a. Absolute viscosity (60°C) will be determined at one $sec^{-1}$ using ASTM Designation: D 4957 with Asphalt Institute vacuum capillary viscometers.
b. "RTFO Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test (RTFO Test), AASHTO Test Method T240 or ASTM Designation: D 2872.
c. There is no requirement; however results of the test shall be part of the certified copy of test results furnished with the Certificate of Compliance.
d. "Residue from Tilt Oven " means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test."
e. "SSD" means Shear Susceptibility of Delta; "SSV" means Shear Susceptibility of Viscosity.
f. California Test 381.
g. "PAV" means Pressurized Aging Vessel.

**92-1.02(C) Sampling**

• The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 mm and 750 mm above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

• The sampling device shall include a valve:

A. With a diameter between 10 mm and 20 mm.
B. Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
C. Maintained in good condition.

- The Contractor shall replace failed valves.
- In the presence of the Engineer, the Contractor will take 2 one-liter samples per operating day. The Contractor shall provide round, friction top, one-liter containers for storing samples.

**92-1.03 APPLYING ASPHALT**

- Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Section 93, "Liquid Asphalts."
- The Contractor shall apply paving asphalt at a temperature between 120°C and 190°C. The Engineer will determine the exact temperature of paving asphalt.

**92-1.04 MEASUREMENT**

- If asphalt is paid as a contract work item on a mass basis, the Department will measure asphalt by the tonne under the provisions for determining the mass for payment of liquid asphalt in Section 93, "Liquid Asphalt."
- The Engineer will determine the mass of asphalt from volumetric measurements if the Contractor:

A. Uses partial loads of asphalt.
B. Uses asphalt at locations other than a mixing plant and no suitable scales are available within 35 km.
C. Delivers asphalt meeting either of the following:

   1. In calibrated trucks and each tank is accompanied by its measuring stick and calibration card.
   2. In trucks equipped with a calibrated thermometer that determines the asphalt temperature at the time of delivery and equipped with a vehicle tank meter meeting Section 9-1.01, "Measurement of Quantities," for weighing, measuring, and metering devices.

- If the Contractor furnishes asphalt concrete from a mixing plant producing material for only one project, the Department will determine the amount of asphalt from volumetric measurements by measuring the amount in the tank at the start and the end of the project provided the tank is calibrated and equipped with its measuring stick and calibration card. The Engineer will determine pay quantities in conformance with the following:

A. Before converting the volume to mass, the Engineer will reduce the volume measured to that which the asphalt would occupy at 15°C.
B. The Engineer will use 981 L/tonne and 1020 g/L for the average weight and volume for both PG and PBA grades of asphalt at 15°C.
C. The Engineer will use the Conversion Table in Section 93, "Liquid Asphalts."

## SECTION 93: LIQUID ASPHALTS

Issue Date: November 18, 2005

The ninth paragraph of Section 93-1.04, "Measurement," of the Standard Specifications is amended to read:

- The following Legend and Conversion Table is to be used for converting volumes of liquid asphalt products, Grades 70 to 3000, inclusive, and paving asphalt Grades PG 58-22, PG 64-10, PG 64-16, PG 64-28, and PG 70-10, and Grades PBA 6a, PBA 6a (mod), PBA 6b, and PBA 7.

## SECTION 95: EPOXY

Issue Date: June 30, 2006

Section 95, "Epoxy," of the Standard Specifications is amended to read:

### 95-1 GENERAL

**95-1.01 DESCRIPTION**

- These specifications are intended to specify epoxy that will meet service requirements for highway construction.
- Epoxy shall be furnished as 2 components, which shall be mixed together at the site of the work.

### 95-1.02 SAMPLING AND TESTING

• Epoxy shall not be used prior to sampling and testing unless its use is permitted prior to sampling and testing in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

• Tests will be conducted in conformance with the latest test methods of the American Society for Testing and Materials, and California Test Methods in use by the Transportation Laboratory.

• Epoxy components shall be formulated to maintain the specified properties for a minimum of one year. The Engineer may require additional testing of any epoxy component that has not been used within one year of manufacture.

### 95-1.03 PACKAGING, LABELING AND STORING

• Each component shall be packaged in containers of size proportional to the amount of that component in the mix so that one container of each component is used in mixing one batch of epoxy. The containers shall be of such design that all of the contents may be readily removed and shall be well sealed to prevent leakage. The containers and labeling shall meet U.S. Department of Transportation Hazardous Material Shipping Regulations, and the containers shall be of a material, or lined with a material, of such character as to resist any action by the components. Each container shall be clearly labeled with the ASTM Designation: C881 Class and Type; designation (Component A or B); manufacturer's name; date of manufacture; batch number (a batch shall consist of a single charge of all components in a mixing chamber); all directions for use (as specified elsewhere) and such warning or precautions concerning the contents as may be required by State or Federal Laws and Regulations. The manufacturer of the finished epoxy components shall furnish a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," and a copy of the label for each material. The certificate shall include a list, by Title and Section, of the State and Federal packaging and labeling laws and regulations that the manufacturer has complied with.

• Attention is directed to the characteristic of some epoxy components to crystallize or thicken excessively prior to use when stored at temperatures below 2ºC. Any material which shows evidence of crystallization or a permanent increase in viscosity or settling of pigments which cannot be readily redispersed with a paddle shall not be used.

### 95-1.04 DIRECTIONS FOR USE

• At the time of mixing, components A and B shall be at a temperature between 15°C and 30°C, unless otherwise specified. Any heating of the adhesive components shall be done by application of indirect heat. Immediately prior to mixing, each component shall be thoroughly mixed with a paddle. Separate paddles shall be used to stir each component. Immediately prior to use, the 2 components shall be thoroughly mixed together in the specified ratios. No solvent shall be added to any epoxy.

• After mixing, epoxies shall be placed in the work and any overlaying or inserted material which is to be bonded to the work by the epoxy shall also be placed before thickening of the epoxy has begun. Surfaces upon which epoxy is to be placed shall be free of rust, paint, grease, asphalt, and loose and deleterious material. When epoxy is used as a binder to make epoxy concrete or mortar, the 2 components of epoxy shall be thoroughly mixed together before the aggregate is added and, unless otherwise specified, the mix proportions shall consist of one part of binder to approximately 4 parts of aggregate, by volume. Aggregate for use in epoxy concrete and mortar shall be clean and shall have a moisture content of not more than 0.50-percent when tested by California Test 226. Surfaces against which epoxy concrete and mortar are to be placed shall be primed with a coat of the epoxy used just prior to placing the concrete or mortar.

## 95-2 TYPES OF EPOXIES

### 95-2.01 BINDER (ADHESIVE), EPOXY RESING BASE

**Classification:**

• This specification covers a low viscosity epoxy formulated primarily for use in making high-strength epoxy concrete and epoxy mortar and in pressure grouting of cracks in concrete. For load bearing applications, use ASTM Designation: C 881, Type IV, Grade 1, Class B or C. Class B or C shall be used depending on the substrate and ambient temperatures. Use Grade B for atmospheric and surface temperatures as low as 4°C. Use Class C when temperatures are 15°C or higher. For non-load bearing applications use ASTM Designation: C881, Type I, Grade 1, Class B or C. Apply no thicker than recommended by the manufacturer. Thick sections of this epoxy are not suitable for use in freeze thaw environments. In a freeze-thaw environment, increase the aggregate loading to improve the properties of the epoxy concrete.

**Directions for Use:**

• Mix in conformance with the manufacturer's written recommendations. No more material shall be mixed than can be used within the pot-life from the time mixing operations are started.

**95-2.02 (BLANK)**

**95-2.03 EPOXY RESIN ADHESIVE FOR BONDING NEW CONCRET TO OLD CONCRETE**

**Classification:**

• This specification covers a low viscosity paste epoxy formulated primarily for use in bonding new portland cement concrete to hardened portland cement concrete. The epoxy shall meet the specification requirements of ASTM Designation: C 881, Type V, Grade 2. This epoxy is available in 2 Classes: Class C for general use at temperature greater than 15°C and Class B for use when cure temperatures are below 15°C and above 4°C, or when a faster cure is required.

**Directions for Use:**

• The mixing ratio and use shall be in conformance with the manufacturer's written recommendations. When measuring as individual Components A and B, stir and tap the measuring containers to remove possible air voids. The ingredients in Components A and B shall be thoroughly dispersed such that each component forms a uniform paste. Do not mix more material than can be spread within the pot life from the time mixing operations are started. The spreading rate shall be sufficient to thoroughly coat the surface. Spread the mixed adhesive by brush or roller over blast-cleaned concrete at a rate recommended by the manufacturer. The new concrete shall be placed against the adhesive coating on the old concrete before the adhesive has set. If the adhesive has set and is not tacky prior to placing the new concrete, a new coating of adhesive shall be applied.

**95-2.04 RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS**

**Classification:**

• This specification covers a high viscosity paste, rapid set epoxy formulated primarily for use in bonding pavement markers to portland cement concrete and asphalt concrete. The adhesive shall meet ASTM Designation: C 881, Type IV, Grade 3, Class B and C except that the gel time may be shorter than 30 minutes. The adhesive shall conform to these requirements and the following.

**Characteristics of Combined Components:**

• All tests shall be performed in conformance with the requirements in California Test 434.

| Property | Requirement |
|---|---|
| Gel time, minutes, maximum, at 25°C | 30 |
| Bond Strength to Concrete, Time, minutes (maximum) to reach not less than 1.4 MPa | |
| at 25ºC ±1ºC | 35 |
| at 10ºC ±1ºC | 45 |
| Slant Shear Strength | |
| 2 days at 25ºC ±1ºC, MPa | 7 |
| 14 days at 25ºC ±1ºC, plus water soak, MPa | 10.5 |
| Tensile Adhesion and Cohesion | |
| Ceramic marker bottom, MPa | 4.8 min. |
| Ceramic marker bottom, including post cure, MPa | 4.8 min. |
| Retroreflective pavement marker bottom, MPa | 3.4 min. |
| Color of mixed epoxy | gray |
| Glass transition temperature, Tg, samples conditioned at 25°C for 24 hours, ASTM Designation: D 4065 | 30ºC min. |

**Directions for Use:**

• Components A and B shall be mixed in conformance with the manufacturer's written recommendations. When an automatic proportioning and mixing machine is used, the temperature of the components shall be maintained by indirect heating or cooling, so that the adhesive will meter, mix and extrude properly. The maximum temperature shall be such that after proper mixing no excess adhesive shall flow from under the marker other than that specified in Section 85-1.06, "Placement."

## 95-2.05 STANDARD SET EPOXY ADHESIVE FOR PAVEMENT MARKERS

**Classification:**

• This specification covers a high viscosity paste standard set epoxy formulated primarily for use in bonding pavement markers to portland cement concrete and asphalt concrete. The epoxy shall meet ASTM Designation: C 881, Type IV, Viscosity Grade 3, Classes B or C, except that the gel time may be shorter than 30 minutes.

**Characteristics of Combined Components:**

• All tests shall be performed in conformance with the requirements in California Test 434.

| Property | Requirement |
|---|---|
| Gel time, minutes, maximum, at 25ºC | 30 |
| Bond Strength to Concrete, Time (maximum) to reach not less than 1.4 MPa | |
| at 25ºC ±1ºC | 3.5 hours |
| at 13ºC ±1ºC | 24 hours |
| Slant Shear Strength | |
| 2 days at 25ºC ±1ºC, MPa | 7 min. |
| 14 days at 25ºC ±1ºC, plus water soak, MPa | 10.5 min. |
| Tensile Adhesion and Cohesion | |
| Ceramic marker bottom, MPa | 4.8 min. |
| Ceramic marker bottom, including post cure, MPa | 4.8 min. |
| Reflective pavement marker bottom, MPa | 3.4 min. |
| Color of Mixed Components | gray |
| Glass transition temperature, Tg, samples conditioned at 25ºC for 24 hours, ASTM Designation: D 4065 | 30ºC min. |

**Directions for Use:**

• Components A and B shall be mixed in conformance with the manufacturer's written recommendations. When an automatic proportioning and mixing machine is used, the temperature of the components shall be maintained by indirect heating or cooling, so that the adhesive will meter, mix and extrude properly. The maximum temperature shall be such that after proper mixing no excess adhesive shall flow from under the marker other than that specified in Section 85-1.06, "Placement."

## 95-2.06 (BLANK)

## 95-2.07 (BLANK)

## 95-2.08 (BLANK)

## 95-2.09 EPOXY SEALANT FOR INDUCTIVE LOOPS

**Classification:**

• This specification covers a high viscosity liquid epoxy formulated primarily for use in sealing inductive wire loops and leads imbedded in asphalt concrete and portland cement concrete for traffic signal controls and vehicle counters. This epoxy is to be used for repair work on existing spalls, cracks and other deformations in and around saw cuts housing inductor loops and leads. The rapid cure allows minimum traffic delay. This sealant is suitable for use in freeze-thaw areas. The epoxy shall meet ASTM Designation: C 881, Type I, Grade 2 and the following requirements.

**Characteristics of Combined Components:**

• All tests shall be performed in conformance with the requirements in California Test 434.

| Property | Requirement |
|---|---|
| Gel time, minutes, maximum | 30 |
| On 3-mm cast sheet, cured 18 hours at 25ºC, + 5 hours at 70ºC | |
| Tensile Strength, MPa | 2.7 min. |
| Elongation, percent | 90 min. |
| Shore D Hardness | 45 min. |

**Directions for Use:**

- Saw cuts shall be cleaned with compressed air to remove all excess moisture and debris. For repairing damaged saw cuts, all loose spalled material shall be cleaned away from the saw cut, chipping back to sound asphalt concrete or portland cement concrete and all loose material cleaned from loop wires.
- The mixing ratio shall be in conformance with the manufacturer's recommendations. No more material shall be mixed than can be used within the gel time from the time mixing operations are started.
- When automatic mixing equipment is used for mixing the sealant, the provisions in the twelfth paragraph in Section 85-1.06, "Placement," shall apply.

**95-2.10 (BLANK)**

**95-2.11 EPOXY RESIN ADHESIVE FOR INJECTION GROUTING OF PORTLAND CEMENT CONCRETE PAVEMENTS**

**Directions for Use:**

- Both components and the mixed material shall contain no solvents. The mixing ratio of the components in terms of volume and mass shall be clearly stated. The material shall be suitable for use in the mixing equipment used by the applicator. Epoxy adhesive samples shall be furnished to the Engineer for testing at least 12 days before the expected time of use.

**Characteristics of Adhesive:**

| Test[a] | California Test | Requirement |
|---|---|---|
| Brookfield Viscosity, No. 3 Spindle at 20 rpm, Pa·s at 25ºC | 434, Part 4 | 0.9 max. |
| Gel time, minutes | 434, Part 1 | 2 to 15 |
| Slant Shear Strength on Dry Concrete, MPa, after 4 days of cure in air at 25ºC ±1ºC | 434, Part 5[b] | 41.4 min. |
| Slant Shear Strength on Wet Concrete, MPa, after 4 days of cure in air at 25ºC ±1ºC | 434, Part 5[b] | 21.1 min. |
| Tensile Strength, Mpa | 434, Part 7, except test after 4 days of cure at 25ºC ±1ºC | 31.0 min. |
| Elongation, % | 434, Part 7, except test after 4 days of cure at 25ºC ±1ºC | 10 max. |

a The mixing ratio used will be that recommended by the manufacturer.

b For slant shear strength on concrete, delete Sections B-1 and B-5 of California Test 434, Part 5. For dry concrete, use Step "2" below only. For wet concrete, use both Steps "1" & "2":

1 Soak blocks in water for 24 hours at 25ºC ±1ºC. Remove and wipe off excess water.

2 Mix epoxy as described in California Test 434, Part 1, and apply a coat approximately 250 µm-inch thick to each diagonal surface. Place four 3-mm square pieces of shim stock 305 µm thick on one block to control final film thickness. Before pressing the coated surfaces together, leave the blocks so that the coated surfaces are horizontal until the epoxy reacts slightly to prevent excessive flow.

# 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.

The proposal shall set forth in clearly legible figures and in the respective spaces provided:

A. Unit Prices
B. Item Totals
C. TOTAL BID (A)
D. Number of working days bid for completion of the work
E. TOTAL BID (B) - product of the working days bid and the cost per day shown on the Engineer's Estimate
F. TOTAL BASIS FOR COMPARISON OF BIDS (A+B)

The proposal 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 title 49, part 26, Code of Federal Regulations (49 CFR 26) in the award and administration of US 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 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 title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders shall be fully informed respecting the requirements of the Regulations. The Regulations in their entirety are incorporated herein by this reference. 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 joint venture partner must be responsible for specific contract items of work, or clearly defined 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 commensurate with its ownership interest.

D. 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.

E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

1. The Department's web site at http://www.dot.ca.gov/hq/bep.
2. The Department's DBE Directory. 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.

F. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. 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, count 60 percent of the cost of the materials or supplies. 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 F.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 F.2.
3. If the DBE is neither a manufacturer nor a regular dealer, count only 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.

G. When reporting DBE participation, bidders may count the participation of DBE trucking companies 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.
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 G, 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.

H. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## 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.

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

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 to the lowest responsible bidder whose proposal complies with all the requirements prescribed. 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 380 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 and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications, 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 "CALTRANS BIDDER – DBE INFORMATION" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The bidder's "CALTRANS BIDDER – DBE INFORMATION" form should 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 the DBE should be included in the DBE information, including the planned location of that work. A bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the bidder is encouraged to submit a copy of the joint venture agreement.

The "CALTRANS BIDDER – DBE INFORMATION" form should be returned to the Department by the successful bidder with the executed contract, contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract, contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the Contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

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

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

The work shall be diligently prosecuted to completion before the expiration of **the NUMBER OF WORKING DAYS BID** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of $7,300 per day, for each and every calendar day's delay in finishing the work after expiration of the number of working days bid.

## 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.

## 5-1.013 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.

## 5-1.017 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.

## 5-1.018 GUARANTEE

### GENERAL

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than State-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.02, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

### CORRECTIVE WORK

During the guarantee period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor’s work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by State forces or other forces at the

Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by State forces or other forces including labor, equipment, material, and special services.

**PAYMENT**

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefor.

### 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.

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.

### 5-1.065 SOLID WASTE DISPOSAL AND RECYCLING REPORT

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

Annually by the fifteenth day of January, the Contractor shall complete and certify Form CEM-2025, "Solid Waste Disposal and Recycling Report," which quantifies solid waste generated by the work performed and disposed of in landfills or recycled during the previous calendar year. The amount and type of solid waste disposed of or recycled shall be reported in either metric tonnes or cubic meters. The Contractor shall also complete and certify Form CEM-2025 within 5 days following contract acceptance.

Form CEM-2025, "Solid Waste Disposal and Recycling Report" can be downloaded from the following website:

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

If the Contractor has not submitted Form CEM-2025, by the dates specified above, the Department will withhold the amount of $10,000 for each missing or incomplete report. The moneys withheld will be released for payment on the next monthly estimate for partial payment following the date that a complete and acceptable Form CEM-2025 is submitted to the Engineer. Upon completion of all contract work and submittal of the final Form CEM-2025, remaining withheld funds associated with this section, "Solid Waste Disposal and Recycling Report," will be released for payment. Withheld funds in conformance with this section shall be in addition to other moneys withheld provided for in the contract. No interest will be due the Contractor on withheld amounts.

Full compensation for preparing and submitting Form CEM-2025, "Solid Waste Disposal and Recycling Report," shall be considered as included in the contract price for the various items of work involved and no additional compensation will be allowed therefor.

**5-1.07 (BLANK)**

**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. 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. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

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. 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 SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, 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.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

### 5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and these special provisions.

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 lower tier subcontracts that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. 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.

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.

### 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.

### 5-1.104 INTERNET DAILY EXTRA WORK REPORT

When extra work is being paid for on a force account basis, the Contractor shall submit daily extra work reports in conformance with the provisions in Section 9-1.03C, "Records," of the Standard Specifications and these special provisions.

The Contractor shall send daily extra work reports to the Engineer using the Department's Internet extra work billing system. The reports shall conform to the requirements in the "iCAS User's Guide" (Guide). The Guide is available from the Department, and is also found on the Internet at:

http://www.dot.ca.gov/hq/construc/ewb/EWB_INSTRUCTION.pdf

The Department will provide system accounts to the Contractor's authorized representatives when at least one of the representatives has received training. The Department will provide system training to at least one of the Contractor's authorized representatives within 30 days of the Contractor's request for training. The Department will assign an account and user identification to the Contractor's authorized representatives, and each Contractor's authorized representative shall maintain a unique password. A daily extra work report that the Contractor's authorized representative sends to the Department using the Internet extra work billing system will be considered signed by the Contractor. A daily extra work report that the Engineer approves using the Internet extra work billing system will be considered signed by the Engineer.

Daily extra work reports that include billing for materials shall be substantiated by a valid copy of a vendor's invoice in conformance to the requirements in Section 9-1.03C, "Records," of the Standard Specifications. Each materials invoice shall clearly identify the relative daily extra work report and the associated cost of the materials. In addition to postal service and parcel service and if approved by the Engineer, invoices may be sent by facsimile or as an electronic-mail attachment.

The Contractor shall maintain the Contractor's interface with the Department's Internet extra work billing system. If the Contractor is using the file transfer process to submit extra work reports, it shall conform to the file transfer format and process defined in the Guide.

### 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 by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this 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.

**RETENTION**

Failure of the Contractor to nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions shall result in the retention of 25 percent of the estimated value of all work performed during each estimate period in which the Contractor fails to comply with the requirements of this section as determined by the Engineer. DRB retentions will be released for payment on the next monthly estimate for partial payment following the date that the Contractor has nominated and approved DRB members and no interest will be due the Contractor.

**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**

Payment for extra work at force account will be determined by either non-subcontracted or subcontracted force account payment unless otherwise specified.

**Non-Subcontracted Force Account Payment:**

When extra work to be paid for on a force account basis is performed by the Contractor, compensation will be determined in accordance with Section 9-1.03, "Force Account Payment," of the Standard Specifications and these special provisions.

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.

**Subcontracted Force Account Payment:**

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, compensation will be determined in accordance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications.

## 5-1.14 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

| ITEM CODE | ITEM |
|---|---|
| 390102 | ASPHALT CONCRETE (TYPE A) |
| 397001 | ASPHALTIC EMULSION (PAINT BINDER) |

The compensation payable for paving asphalt used in asphalt concrete and asphaltic emulsion (paint binder) will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (Iu/Ib is greater than 1.10 or less than 0.90) which occur during performance of the work.

The quantity of paving asphalt used in asphaltic emulsion (paint binder) will be determined by multiplying the item quantity for asphaltic emulsion (paint binder) included in a monthly estimate by the minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications. The asphaltic emulsion minimum percent residue will be based on the type of emulsion used by the Contractor.

At the Contractor's option, the Contractor may provide actual daily test results for paving asphalt residue for the asphaltic emulsion (paint binder) used. Test results provided by the Contractor shall be from an independent testing laboratory that participates in the AASHTO Proficiency Sample Program. The Contractor shall take samples of asphaltic emulsion from the distributor truck at mid-load from a sampling tap or thief. Two separate 2-liter samples shall be taken in the presence of the Engineer. The Contractor shall provide one sample to the Contractor's independent testing laboratory within 24 hours of sampling. The second sample shall be given to the Engineer. The test results from the Contractor's independent testing laboratory shall be delivered to the Engineer within 10 days from sample date.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete or asphaltic emulsion (paint binder), or both, are included in a monthly estimate:

A. Total monthly adjustment = AQ

B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90\ (1.1023)\ (Iu/Ib - 1.10)\ Ib$$

C. For a decrease in paving asphalt price index exceeding 10 percent:

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

D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and asphaltic emulsion residue used as paint binder rounded to the nearest $0.01.

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

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

Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tonnes of paving asphalt that would have been used as residue in the asphaltic emulsion (paint binder) shown under "This Estimate" on the monthly estimate.

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

A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.

B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

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

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

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at:

http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

**5-1.15 AREAS FOR CONTRACTOR'S USE**

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

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

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

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

**5-1.16 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 | $110,000.00 |
| B. | Develop Water Supply | $110,000.00 |
| C. | Progress Schedule (Critical Path Method) | $ 15,000.00 |

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. Miscellaneous Iron and Steel
B. Thrie Beam Barrier

**5-1.17 PROJECT INFORMATION**

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the 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 responsible for knowing the procedures for obtaining information.

Information included in the Information Handout provided to bidders and Contractors is as follows:

A. Portion of the Site Investigation Report SR 280 Median Barrier Upgrade Project (PM 0.0/18.5) San Mateo County, California.

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

A. Site Investigation Report SR 280 Median Barrier Upgrade Project (PM 0.0/18.5) San Mateo County, California.

Cross sections are available in paper or electronic copy.

The District Office in which the work is situated is located at 111 Grand Avenue, Oakland, CA 94623-0660.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357.

Plans of the existing bridges available to bidders and Contractors are reproductions of the original contract plans, with significant changes noted, and working drawings, and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

### 5-1.18 HAZARDOUS MATERIAL, GENERAL

Hazardous material is defined as a substance or waste that, because of its physical, chemical, or other characteristics, may pose a risk of endangering human health or safety or of degrading the environment. Hazardous material includes, but is not limited to, all of the following:

A. A hazardous substance, as defined in California Health and Safety Code Section 25281 or Section 25316.
B. A hazardous waste, as defined in California Health and Safety Code Section 25117.

Asbestos is defined as fibrous varieties of any of the following minerals: actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite. Asbestos includes any of the aforementioned minerals that have been chemically treated or altered.

Naturally occurring asbestos is defined as asbestos that has not been processed in an asbestos mill.

Naturally occurring asbestos-containing material (NOACM) is defined as any material that has an asbestos content of 0.25 percent or greater as determined by ARB method 435 as described in Section 94147 of Title 17 of the California Code of Regulations.

Naturally occurring asbestos is known to be present within the project limits.

Asbestos is listed in the Federal Clean Air Act as a hazardous air pollutant and has been identified by the California Air Resources Board as a toxic air contaminant. Asbestos, including NOA, is a hazardous material under the California Health and Safety Code. The Department of Toxic Substances Control has, however, determined that naturally occurring asbestos in earthen materials such as soil or waste rock that are removed, unearthed, or otherwise displaced as a result of excavating is exempt as a hazardous waste.

Construction work performed in locations known to contain hazardous material shall be performed in accordance with the Health and Safety Plan and as specified in these special provisions.

The Contractor shall review the following report prior to performing any work:

A. Site Investigation Report SR 280 Median Barrier Upgrade Project (PM 0.0/18.5) San Mateo County, California.

Portions of the report(s) shown above have been included in the "Materials Information" handout.

Complete versions of the aforementioned report(s) are available for inspection by appointment at the Department of Transportation, Duty Senior's Desk, 111 Grand Avenue, Oakland, California, (510) 286-5209.

The professional(s) who conducted the site investigation(s) and prepared the aforementioned report(s) performed this work in accordance with standard industry practices. The State does not guarantee that these investigations and reports have completely quantified all the hazardous material within the project limits. The Contractor's attention is directed to Section 5-1.116 "Differing Site Conditions" of the Standard Specifications.

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

**APPLICABLE OR RELEVANT AND APPROPRIATE REQUIREMENTS**

Excavation, drilling, transportation, storage and disposal of hazardous material shall be in accordance with the applicable or relevant and appropriate requirements (ARARs) of, but not limited to, the following agencies:

A. United States Department of Transportation (USDOT)
B. United States Environmental Protection Agency (EPA)
C. California Department of Health Services (DHS)
D. California Environmental Protection Agency (Cal-EPA)
E. California Air Resources Board (ARB)
F. California Department of Pesticide Regulation (DPR)
G. California Department of Toxic Substance Control, Northern Region (DTSC)
H. California Integrated Waste Management Board (CIWMB)
I. California Office of Environmental Health Hazard Assessment (OEHHA)
J. California State Water Resources Control Board (SWRCB)
K. San Francisco Bay Regional Water Quality Control Board (RWQCB)
L. Bay Area Air Quality Management District (BAAQMD)
M. California Division of Occupational Safety and Health Administration (Cal-OSHA)

In the event that multiple ARARs are available for the work items involved with this project and in the event that these ARARs conflict with one another the Contractor shall apply the more stringent ARAR to this project.

The Contractor shall develop and implement a program, which is part of the Contractor's Code of Safe Practices, to inform employees, contractors, subcontractors and State employees of the nature, level, and degree of exposure likely as a result of participation in or adjacent to operations that involve hazardous material.

**LIABILITY**

Once the Contractor has completed the placement of hazardous material in conformance with these special provisions and as directed by the Engineer, the Contractor shall have no responsibility for such materials in place. The Department will not consider the Contractor a generator of such hazardous material. Further cleanup, removal or remedial actions for such materials will not be required if handled or disposed of as specified herein.

**MEASUREMENT AND PAYMENT**

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

## 5-1.19 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" and "Project Information" of these special provisions.

Portions of the site investigation report are included in the "Material Information" handout. The complete report, entitled "Site Investigation Report SR 280 Median Barrier Upgrade Project (PM 0.0/18.5) San Mateo County, California," is available for inspection at the Department of Transportation, Duty Seniors Desk, 111 Grand Avenue, Oakland, CA – 510-286-5209.

Once the Contractor has completed the placement of material containing aerially deposited lead in conformance with these special provisions and as directed by the Engineer, the Contractor shall have no responsibility for such materials. The Department will not consider the Contractor a generator of such contaminated materials.

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:

A. United States Department of Transportation,
B. United States Environmental Protection Agency,
C. California Environmental Protection Agency,
D. California Department of Health Services,
E. Department of Toxic Substances Control, North Region
F. California Division of Occupational Safety and Health Administration,
G. Integrated Waste Management Board,
H. Regional Water Quality Control Board, Region 2,

I. State Air Resources Control Board, and
J. Bay Area Quality Management District (BAAQMD)

Materials containing hazardous levels of lead shall be transported and disposed of in conformance with Federal and State laws and regulations, as amended, and county and municipal ordinances and regulations, as amended. Laws and regulations that govern this work include, but are not limited to:

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), and
C. Title 8, California Code of Regulations.

**5-1.20 ENVIRONMENTALLY SENSITIVE AREA**

An environmentally sensitive area (ESA) shall consist of an area within and near the limits of construction where access is prohibited or limited for the preservation of archeological site or existing vegetation, or protection of biological habitat as shown on the plans. The Engineer will determine the exact location of the boundaries of the ESA. No work shall be conducted within the ESA.

Attention is directed to Section 7—1.01 "Laws to be Observed," and Section 7—1.04 "Permits and Licenses," of the Standard Specifications regarding State and Federal regulations, permits, or agreements which pertain to an ESA.

Prior to beginning work, the boundaries of the ESA shall be clearly delineated by the placement of temporary fence (Type ESA).

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

The Contractor shall mitigate damage or impacts to the ESA caused by the Contractor's operations, at the Contractor's expense. If the Engineer determines 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 mitigation costs.

**5-1.21 GENERAL MIGRATORY BIRD PROTECTION**

The Contractor shall protect migratory birds, their occupied nests, and their eggs as specified in these special provisions.

**NESTING SEASON**

Nesting or attempted nesting by migratory birds is anticipated to occur between, but not limited to, January 31 and July 31.

**SPECIES REGULATIONS**

The Federal Migratory Bird Treaty Act (16 U.S.C. 703 et seq.), Title 50 Code of Federal Regulations part 10, and California Department of Fish and Game Code Sections 3503, 3513, and 3800, protect migratory birds, their occupied nests, and their eggs.

The Federal and California Endangered Species Acts protect occupied and unoccupied nests of some threatened and endangered bird species. The Bald Eagle Protection Act (16 U.S.C. 668) prohibits the destruction of bald and golden eagles occupied and unoccupied nests.

**MIGRATORY BIRD NESTING**

When evidence of migratory bird nesting that may be adversely affected by construction activities is discovered, or when birds are injured or killed as a result of construction activities, the Contractor shall immediately stop work within 75 m of the nests and notify the Engineer. Work shall not resume until the Engineer provides written notification that work may begin in this location.

When ordered by the Engineer the Contractor shall use exclusion devices or remove and dispose of partially constructed and unoccupied nests of migratory birds on a regular basis to prevent their occupation. Nesting prevention measures performed by the Contractor will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

A delay to the controlling item due to migratory birds or their nests will be considered a temporary suspension of work in accordance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Adjustments will be made for delays that the Engineer determines are not due to the Contractor's failure to perform the provision of the contract in the same manner as for suspensions due to unsuitable weather in Section 8-1.05.

Nest removal activities shall not deposit in, permit to pass into, or place nest materials where they can pass into the waters of this state.

Penalties as used in this section, "General Migratory Bird Protection," shall include fines, penalties, and damages; whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies 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 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. Upon final disposition, the Department shall inform the Contractor of the withheld amount.

**5-1.22 BIOLOGICAL MONITORING/ COMPLIANCE WITH SPECIES REGULATIONS**

The Contractor shall ensure protection of wildlife and plant species of concern during construction. The State and Federal Endangered Species Acts protect listed plant and wildlife species, and also designated Species of Concern.

The Engineer will provide Biological Monitor(s) for work near sensitive areas in the Crystal Springs area from northbound stations 183+40 to 206+50 (approximately KP 17.40 to KP 19.59), northbound stations 221+05 to 237+40 (approximately KP 20.97 to KP 22.52), and prior to tree removal activities. The Biological Monitor is required to monitor for the presence of listed plant and wildlife species, including species of concern, general wildlife, and bird nests.

The Contractor shall insure that no construction vehicles, equipment or personnel occupy the area within the median between northbound stations 221+20 to 232+40 except along southbound stations 226+40 to 227+60 where construction activities will occur.

The Contractor shall notify the Engineer 5 working days prior to starting any construction activities in the Crystal Springs area and shall provide the Engineer with a work schedule.

The Contractor shall allow safe access within the construction area for the Biological Monitor(s) to conduct monitoring activities at all times. Biological Monitors will conduct monitoring activities one hour prior to the start of construction activities and throughout the duration of the work shift(s).

**PLANT SPECIES**

If listed threatened and/or endangered plant species are discovered within the project impact area or may be sufficiently disturbed by the project, as determined by the Biological Monitor, the Contractor shall immediate stop work within 50 meters of the plant species and notify the Engineer. The contractor cannot resume work without written notification from the Engineer.

**WILDLIFE**

To avoid impacts to general wildlife species, work within the Crystal Springs area will occur during the dry season between, but not limited to, June 1 through October 1.

Only Biological Monitors are allowed to handle wildlife.

If listed threatened and/or endangered wildlife species are discovered within the project impact area or may be sufficiently disturbed by the project, as determined by the Biological Monitor, the Contractor shall immediate stop work within 50 meters of the plant species and notify the Engineer. The contractor cannot resume work without written notification from the Engineer.

Full compensation for any delays or stoppage of work to the Contractor’s operations resulting from compliance with Biological Monitoring activities up to 50 hours, regardless of the number of occurrences, including inefficiencies and loss of productivity, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor. This does not apply if the Contractor fails to comply with any part of these special provisions.

Full compensation for maintaining 100 mm maximum height of vegetated cover from the ground surface shall be considered included in the various contract items of work and no additional compensation will be allowed.

Full compensation for conforming to "Biological Monitoring and Compliance with Species Regulations" of the Special Provisions shall be considered included in the various contract items of work and no additional compensation will be allowed.

## 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<br><br>Length, mm<br>Diameter, mm | METRIC BOX NAIL, SHOWN ON THE PLANS<br><br>Length, mm<br>Diameter, mm | METRIC SPIKE, SHOWN ON THE PLANS<br>Length, mm<br>Diameter, mm | SIZE TO BE SUBSTITUTED<br>Penny-weight |
|---|---|---|---|
| 50.80<br>2.87 | 50.80<br>2.51 | _____ | 6d |
| 63.50<br>3.33 | 63.50<br>2.87 | _____ | 8d |
| 76.20<br>3.76 | 76.20<br>3.25 | 76.20<br>4.88 | 10d |
| 82.55<br>3.76 | 82.55<br>3.25 | 82.55<br>4.88 | 12d |
| 88.90<br>4.11 | 88.90<br>3.43 | 88.90<br>5.26 | 16d |
| 101.60<br>4.88 | 101.60<br>3.76 | 101.60<br>5.72 | 20d |
| 114.30<br>5.26 | 114.30<br>3.76 | 114.30<br>6.20 | 30d |
| 127.00<br>5.72 | 127.00<br>4.11 | 127.00<br>6.68 | 40d |
| _____ | _____ | 139.70<br>7.19 | 50d |
| _____ | _____ | 152.40<br>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" (Polypropylene)
F. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
G. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
H. 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 Industries, 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 Industries, 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"
C. Ennis Paint Inc., "Flametape"

**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. Three D Traffic Works "Roadguide" Model TD 9304

**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
D. Plastic Vacuum Forming, "Cap-It C400"

**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"
D. Plastic Vacuum Forming, "Cap-It C300"

**CONCRETE BARRIER DELINEATORS, 400 mm**

(For use to the right of traffic)

A. Bunzl Extrusion, Model PCBM T-16
B. Safe-Hit, Model SH216RBM

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

A. Stinson Equipment Company "SaddleMarker"

**SOUND WALL DELINEATOR**

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

A. Bunzl Extrusion, PCBM S-36

**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

**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
D. Avery Dennison S-9000C

**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 Series 92800
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 ASPHALTIC EMULSION

Asphaltic emulsion shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications and these special provisions.

When tested in conformance with the "Residue and Oil Distallate by Distallation" test of AASHTO Designation: T 59, the composition of SS1 asphaltic emulsion shall be a minimum 57 percent of residue.

## 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.

The Contractor will be permitted to use Type III portland cement for concrete used in the manufacture of precast concrete members.

## 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.

**PAYMENT**

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

## SECTION 9. (BLANK)

## 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.

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 "Environmentally Sensitive Area" and "Temporary Fence (Type ESA)" of these special provisions. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field. The boundaries shall be delineated by the installation of temporary fence (Type ESA).

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions.

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 that may be affected by any proposed deviations to the construction staging of the project.

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

Within 5 days after the contact 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 "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 "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 "Move-In/Move-Out (Erosion Control)" of these special provisions that the application of erosion control may require several move-in/move-outs of erosion control equipment.

Attention is directed to "Temporary Fence (Type ESA)" of these special provisions regarding the installation of temporary fence to delineate environmentally sensitive areas (ESA), preserved existing vegetation, or other conditions that require a temporary, high visibility fence as shown on the plans.

### 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 San Francisco Bay 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.

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 (Portable), Temporary Silt Fence, Temporary Fence (Type ESA), Temporary Cover, Temporary Drainage Inlet Protection. 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: Erosion Control (Type D), Fiber Roll. These permanent water pollution control practices shall be constructed as specified in "Order of Work" of these special provisions, 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 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 20 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.

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.

Attention is directed to "Time-Related Overhead" of these special provisions regarding compensation for time-related overhead.

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, except for time-related overhead, shall be included in the individual items listed in the cost break-down.

**WATER POLLUTION CONTROL COST BREAK-DOWN**

**Contract No. 04-270834**

| ITEM | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | VALUE | AMOUNT |
|---|---|---|---|---|---|
| SS-12 | Streambank Stabilization | LS | Lump Sum | | |
| SC-7 | Street Sweeping and Vacuuming | LS | Lump Sum | | |
| WE-1 | Wind Erosion Control | LS | Lump Sum | | |
| NS-2 | Dewatering Operations | LS | Lump Sum | | |
| NS-3 | Paving and Grinding Operations | LS | Lump Sum | | |
| NS-6 | Illicit Connection/Illegal Discharge Detection and Reporting | LS | Lump Sum | | |
| NS-8 | Vehicle and Equipment Cleaning | LS | Lump Sum | | |
| NS-9 | Vehicle and Equipment Fueling | LS | Lump Sum | | |
| NS-10 | Vehicle and Equipment Maintenance | LS | Lump Sum | | |
| WM-1 | Material Delivery and Storage | LS | Lump Sum | | |
| WM-2 | Material Use | LS | Lump Sum | | |
| WM-3 | Stockpile Management | LS | Lump Sum | | |
| WM-4 | Spill Prevention and Control | LS | Lump Sum | | |
| WM-5 | Solid Waste Management | LS | Lump Sum | | |
| WM-6 | Hazardous Waste Management | LS | Lump Sum | | |
| WM-7 | Contaminated Soil Management | LS | Lump Sum | | |
| WM-8 | Concrete Waste Management | LS | Lump Sum | | |
| WM-9 | Sanitary/Septic Waste Management | LS | Lump Sum | | |
| WM-10 | Liquid Waste Management | LS | Lump Sum | | |

**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 D)" 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 |
|---|---|
| Temporary Silt Fence | As shown on the plan |
| Temporary Fence (Type ESA) | As shown on the Layout plan |
| Temporary Drainage Inlet Protection | Location to be determined |
| Temporary cover | Location to be determined |

**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 >2 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 Preparation Manual 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:

A. 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, and
B. preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired due to sediment, siltation or turbidity.

**Sediment and Turbidity**

The project discharges directly into , a water body listed as impaired due to sedimentation/siltation or turbidity pursuant to Clean Water Act, Section 303(d), and has the potential to discharge storm water containing sediment. 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 sedimentation/siltation or turbidity in the 303(d) listed water body in conformance with this section. The SAP shall comply with pertinent requirements of the Permits, including modifications thereto, and shall be prepared in conformance with the Department's Guidance Manual: Stormwater Monitoring Protocols (July 2000). The Guidance Manual is available on the Department's Internet site at: http://www.dot.ca.gov/hq/env/stormwater/special/index.htm.

The SAP shall identify the locations where point sources from the construction site discharge directly into the 303(d) listed water body, and the locations of run-on to the project with the potential to combine with runoff that discharges directly from the construction site to the 303(d) listed water body. The discharge and run-on locations shall be shown on the SWPPP Water Pollution Control Drawings.

The SAP shall identify a sampling schedule that specifies that water quality samples for the parameter shall be collected during the first two hours of discharge from rain events during daylight hours (sunrise to sunset), and shall be collected regardless of the time of year, status of the construction site, or day of the week. A maximum of four sampling events are required within a 30-day period. A minimum of 72 hours of dry weather shall occur between rain events to distinguish separate rain events.

The SAP shall identify sampling locations for collecting water quality samples and the rationale for their selection. A sampling location shall be designated (1) upstream of direct discharges from the construction site, (2) immediately downstream from the last point of direct discharge from the construction site, and (3) immediately down gradient of run-on point(s) to the right of way. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and shall 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 the sampling preparation and 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 specify that for discharges to 303(d) water bodies listed as impaired due to Sedimentation/Siltation, water quality samples will be analyzed for both Settleable Solids in conformance with the requirements of EPA Test Method 160.5 or equivalent method and Total Suspended Solids in conformance with EPA Test Method 160.2 or equivalent method, or for Suspended Sediment Concentration in conformance with the requirements in ASTM Designation D3977-97. For discharges to 303(d) water bodies listed as impaired due to Turbidity, the SAP shall specify that water quality samples will be analyzed for turbidity in conformance with the requirements in EPA Test Method 180.1 or equivalent method. 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 the requirements in 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.

**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 therefore.

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 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.

### 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.<br>ASTM Designation: D4632* | 0.89 |
| Elongation at break, percent min.<br>ASTM Designation: D4632* | 15 |
| Toughness, kilonewtons, min.<br>(percent elongation x grab tensile strength) | 13.3 |
| Permittivity, 1/sec, max.<br>(liters per minute per square meter)<br>ASTM Designation: D 4491 | 0.08<br>(244) |
| Ultraviolet light stability, percent tensile strength retained after 500 hours, min.<br>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.

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, 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.

## 10-1.04 TEMPORARY CONCRETE WASHOUT (PORTABLE)

A portable temporary concrete washout shall be furnished, maintained, and removed as specified in the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these special provisions, and these special provisions, and as directed by the Engineer.

A portable temporary concrete washout shall consist of a commercially available drum at a minimum size of 208-liter. The drum shall be stenciled "Concrete Waste Material." The letters shall be black and 100 mm in height on a white background. The top of the stenciling shall be 300 mm from the top of the barrel.

### PLACEMENT

A portable temporary concrete washout shall be as follows:

A. A portable temporary concrete washout shall be in place prior to placement of concrete and shall be located in the immediate area of the concrete work as approved by the Engineer. Temporary concrete washout shall be located away from construction traffic or public access areas. After initial placement, temporary concrete washout shall be moved as needed for concrete construction work. When temporary concrete washout is no longer required, as determined by the Engineer, temporary concrete washout shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
B. A sign shall be installed adjacent to each washout at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 12-3.06B, "Portable Signs" of the Standard Specifications. Each portable sign shall consist of a base, framework and a sign panel. The sign panel shall be made out of plywood and shall have a minimum size of 300 mm by 900 mm. The sign panel shall read "Concrete Washout" with black letters on a white background.
C. The Contractor shall provide sufficient temporary concrete washout capacity to contain liquid and concrete waste generated by washout operations without seepage or spillage.

Maintaining portable temporary concrete washout shall include removing and disposing of concrete waste. Concrete waste materials generated shall be removed each day 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.

When relocating or transporting portable temporary concrete washout, the portable washout shall be properly secured to prevent spilling of concrete waste materials.

### PAYMENT

The contract lump sum price paid for temporary concrete washout (portable) shall include full compensation for furnishing all labor, materials, tools, equipment, including sign, and incidentals, and for doing all the work involved in furnishing, placing, maintaining, repairing, replacing, transporting from location to location, disposing of concrete waste and removing temporary concrete washout (portable), as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## 10-1.05 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<br>ASTM Designation: D 4632* | 0.55 |
| Elongation, percent minimum in each direction<br>ASTM Designation: D 4632* | 15 |
| Permittivity, 1/sec., min.<br>ASTM Designation: D 4491 | 0.05 |
| Flow rate, liters per minute per square meter, min.<br>ASTM Designation: D 4491 | 400 |
| Ultraviolet stability, percent tensile strength retained after 500 hours, min.<br>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.

## 10-1.06 ENVIRONMENTALLY SENSITIVE AREAS

**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.

**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, orange colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant, 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. Wood posts shall be fir or pine, shall have a minimum cross section of 50 mm x 50 mm, and a minimum length of 1.6 m. The end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservative.

**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.
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.

**INSTALLATION**

Temporary fence (Type ESA) shall be installed as follows:

A. All fence construction activities shall be conducted from outside the ESA as shown on the plans or as staked.
B. Posts shall be embedded in the soil a minimum of 380 mm. Post spacing shall be 2.5 m maximum from center to center and shall at all times support the fence in a vertical position.
C. Temporary fence (Type ESA) shall be constructed prior to clearing and grubbing work, shall enclose the foliage canopy (drip line) of protected plants, and shall not encroach upon visible roots of the plants.
D. A Caltrans biologist will identify where the ESA fence will be installed.

When Type ESA temporary fence is no longer required, as determined by the Engineer, the temporary fence shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, 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 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 occurs.

**MEASUREMENT AND PAYMENT**

Temporary fence (Type ESA) shall be measured and paid for in the same manner specified for permanent fence as provided in Section 80, "Fences," of the Standard Specifications.

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

## 10-1.07 PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Existing trees, shrubs and other plants, that are not to be removed as directed by the Engineer, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Tree and shrub replacements shall be from "tree pots" at a 5 to one replacement ratio. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-l.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

## 10-1.08 TEMPORARY DRAINAGE INLET PROTECTION

Temporary drainage inlet protection shall be constructed, maintained, and removed at the locations shown on the approved Storm Water Pollution Prevention Plan in accordance with "Water Pollution Control" of these special provisions, and in accordance with the details shown on the plans and these special provisions.

Temporary drainage inlet protection shall be one of the water pollution control practices for sediment control.

The Contractor shall select the appropriate drainage inlet protection in accordance with the details to meet the field condition around the drainage inlet.

Throughout the duration of the contract, the Contractor shall provide protection to meet the changing condition around the drainage inlet.

Temporary drainage inlet protection shall be Type 1, 2, 3A, 3B, 4A, 4B and 5.

### MATERIALS

#### Erosion Control Blanket

The erosion control blanket shall be a rolled erosion control product (RECP) and shall be classified either as temporary and degradable or long term and non-degradable and shall conform to one of the following:

A. Temporary and Degradable:

1. 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. The excelsior blanket shall be furnished in rolled strips with a minimum mass per unit area of 0.40-kg/$m^2$.
2. 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, and straw and coconut fiber shall be evenly distributed over the entire area of the blanket. The straw and coconut fiber blanket shall be furnished in rolled strips with a minimum mass per unit area of 0.27-kg/$m^2$.
3. 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. The coconut fiber blanket shall be furnished in rolled strips with a minimum mass per unit area of 0.27-kg/$m^2$.
4. 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/$m^2$.

B. Long-Term and Non-degradable: Geotextile blanket shall conform to the provisions for rock slope protection fabric (Type A) in Section 88-1.04, "Rock Slope Protection Fabric," of the Standard Specifications.

#### 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 the Engineer's approval prior to installation.

#### Rocks

Rocks shall conform to the requirements in Section 72-2.02, "Materials," of the Standard Specifications except that grading shall conform to the following sizes:

| Square Screen Size (mm) | Percentage Passing |
|---|---|
| 150 | 100 |
| 75 | 0-20 |

**Fiber Roll**

A fiber roll shall be one of the following:

A. 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. A 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. The 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 roll.

Wood stakes shall be a minimum of 19 mm x 19 mm x 450 mm in size for Type 1 installation, or shall be a minimum of 19 mm x 38 mm x 450 mm in size for Type 2 installation. Wood stakes shall be untreated fir, redwood, cedar, or pine, shall be cut from sound timber, and shall be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended.

Rope shall be biodegradable, such as sisal or manila, with a minimum diameter of 6.35 mm.

**Gravel-filled Bags**

Gravel-filled bag fabric shall be non-woven polypropylene geotextile or polymer material and shall conform to the following requirements:

| Specification | Requirements |
|---|---|
| Mass per unit area, grams per square meter, minimum.<br>ASTM Designation: D 5261 | 270 |
| Grab tensile strength (25-mm grip), kilonewtons, minimum.<br>ASTM Designation: D4632* | 0.89 |
| Ultraviolet stability, percent tensile strength retained after 500 hours,<br>ASTM Designation: D4355, xenon arc lamp method | 70 |

* or appropriate test method for specific polymer

Gravel-filled 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 to the bag.

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**

At the Contractor's option, temporary silt fence shall be prefabricated or constructed with silt fence fabric, posts, and fasteners.

Silt fence fabric shall conform to the following requirements:

| Specification | Requirements |
|---|---|
| Width, mm, min. | 900 |
| Grab tensile strength (25-mm grip), kilonewtons, minimum. in each direction<br>ASTM Designation: D 4632 or appropriate test method for specific polymer | 0.55 |
| Elongation, percent minimum in each direction<br>ASTM Designation: D 4632 or appropriate test method for specific polymer | 15 |
| Permittivity, 1/sec., minimum.<br>ASTM Designation: D 4491 | 0.05 |
| Flow rate, liters per minute per square meter, minimum.<br>ASTM Designation: D 4491 | 400 |
| Ultraviolet stability, percent tensile strength retained after 500 hours, minimum.<br>ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering method) | 70 |

Silt fence fabric shall be geotextile manufactured from woven polypropylene or polymer material. Silt fence fabric may be made of recycled materials. No 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.

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. The end of the post to be embedded in the soil 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 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 Barriers**

The foam barrier fabric cover and skirt 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 stability exceeding 70 percent.

Foam core 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 fabric shall be geotextile manufactured from woven polypropylene or polymer material. Sediment filter bag fabric may be made from recycled polymer materials. Polymer materials shall not contain biodegradable filler materials and shall conform to the requirements in ASTM Designation: E 204.

The sediment filter bag shall be sized to fit the catch basin or drainage inlet and shall 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 conform to the following requirements:

| Specification | Requirements |
|---|---|
| Grab tensile strength (25-mm grip), kilonewtons, minimum. in each direction<br>ASTM Designation: D 4632 or appropriate test method for specific polymer | 1.35 |
| Elongation, percent minimum in each direction<br>ASTM Designation: D 4632 or appropriate test method for specific polymer | 20 |
| Permittivity, liter per second., minimum.<br>ASTM Designation: D 4491 | 0.55 |
| Flow rate, liters per minute per square meter, minimum.<br>ASTM Designation: D 4491 | 8140 |
| Ultraviolet stability, percent tensile strength retained after 500 hours, minimum.<br>ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering method) | 80 |

**INSTALLATION**

Temporary drainage inlet protection shall be installed at drainage inlets in paved and unpaved areas as follows:

A. Temporary drainage inlet protection shall be installed such that ponded runoff does not encroach on 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. A temporary linear sediment barrier shall be installed up-slope of the existing drainage inlet and parallel with the curb, dike, or flow line to prevent sediment from entering the drainage inlet.

**Erosion Control Blanket and Geotextile Fabric**

The erosion control blanket and geotextile fabric shall be secured to the surface of the excavated sediment trap with staples and embedded in a trench adjacent to the drainage inlet. The perimeter edge of the erosion control blanket and geotextile fabric shall be anchored in a trench.

**Silt Fence**

Silt fence shall be installed along the perimeter of the erosion control blanket or geotextile fabric, with the posts facing the drainage inlet. The trench shall be backfilled and tamped to secure the silt fence fabric in the bottom of the trench.

**Gravel-filled Bags**

Gravel-filled bags shall be stacked 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.

**Fiber Rolls**

Fiber rolls shall be placed over the erosion control blanket or geotextile fabric with the ends of the fiber roll abutted tightly together. Fiber rolls shall be secured with stakes installed along the length of the fiber rolls. Stakes shall not be installed within 300 mm of the end of the rolls.

**Foam Barriers**

Foam barriers shall be installed in individual sections adjacent to existing drainage inlets. Foam barriers shall be securely attached to the pavement according to the angle and spacing shown on the plans. Foam barriers shall be installed flush against the sides of concrete or asphalt concrete curbs, dikes, and pavement with the inner material and fabric cover cut smoothly and evenly to provide a tight flush joint.

**Sediment Filter Bags**

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.

**REMOVAL**

When the temporary drainage inlet protection is no longer required, temporary drainage inlet protection materials shall be removed and disposed of in accordance 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 accordance 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. Temporary drainage inlet protection shall be repaired or replaced immediately when the damage occurs.

Sediment deposits, trash and debris shall be removed from temporary drainage inlet protection as needed or when 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 accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

At locations where rills and other evidence of concentrated runoff have occurred beneath the drainage inlet protection, the protection shall be adjusted to prevent that occurrence.

Temporary silt fence shall be repaired or replaced when silt fence fabric becomes split, torn, or unraveled. Sagging or slumping silt fence shall be repaired with additional stakes or replaced. Broken or split stakes shall be replaced. 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.

Sediment shall be removed from the sediment trap when the volume has been reduced by approximately one-half.

Sediment deposits shall be removed when the deposit is one-third the height of the gravel bag barrier or one-half the height of the spillway; whichever is less.

Gravel-filled bags shall be replaced when the bag material ruptures or when the binding fails.

Split, torn, unraveling, sagging or slumping fiber rolls shall be replaced or repaired.

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.

Sediment filter bags shall be emptied when the restraint cords are no longer visible. Sediment filter bags shall be emptied by placing 25 mm steel reinforcing bars through the lifting loops. The bag shall be emptied of content and rinsed before replacement in the drainage inlet.

**MEASUREMENT**

Temporary drainage inlet protection will be measured by the unit as determined from actual count in place. The protection will be measured one time only and no additional measurement will be recognized.

**PAYMENT**

The contract unit price paid for temporary drainage inlet protection 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 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 additional compensation will be made if the temporary drainage inlet protection changes during the course of construction

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.

The cost of maintaining, repairing, removing and disposing of the temporary drainage inlet protection will be borne equally by the State and the Contractor.

The division of cost will be made by determining the cost of maintaining temporary drainage inlet protection in accordance 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, or replacement because of improper installation, or as a result of the Contractor's negligence will not be considered as included in the cost for performing maintenance.

## 10-1.09 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 another contractor may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The Contractor shall be responsible for coordinating with other contractors performing work within these contract limits.

Contracts which may be in progress during the working period of this contract, include, but are not limited to the following:

1. Contract No. 04-0C9604 PCC slab replacement and AC surfacing, Route 280, San Mateo County, between PM 10.8 and PM 26.7.
2. Contract No. 04-2A970K, replace existing drainage, Route 280, San Mateo County, between PM 9.1 and PM 10.5.

## 10-1.10 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.

**10-1.11 TIME-RELATED OVERHEAD**

The Contractor will be compensated for time-related overhead as described below and in conformance with "Force Account Payment" of these special provisions. The Contractor will not be compensated for time-related overhead for delays to the controlling operations caused by the Engineer that occur prior to the first working day, but will be compensated for actual overhead costs incurred, as determined by an independent Certified Public Accountant audit examination and report.

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. Time-related overhead shall not apply to subcontractors of any tier, suppliers, fabricators, manufacturers, or other parties associated with the Contractor.

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 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.

Independent Certified Public Accountant's audit examinations shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. Audit examinations and reports 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. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report to verify actual overhead costs incurred prior to the first working day 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 subcontractors of any tier, suppliers, fabricators, manufacturers, and other parties associated with the Contractor shall be considered as included in the various items of work and as specified in Section 9-1.03, "Force Account Payment," of the Standard Specifications.

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.

### 10-1.12 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.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

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<br>1-800-227-2600 |
| Underground Service Alert-Southern California (USA) | 1-800-422-4133<br>1-800-227-2600 |

### 10-1.13 MOBILIZATION

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

### 10-1.14 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary 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 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary 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 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

A. Date,
B. Federal Aid number (if applicable),
C. Contract number, district, county, route and kilometer post of project limits,
D. Company name of certifying vendor, street address, city, state and zip code,
E. Printed name, signature and title of certifying person; and
F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 45 kg or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefor.

### 10-1.15 CONSTRUCTION AREA SIGNS

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

Attention is directed to "Furnish Sign" of these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

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

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

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 100 mm greater than the longer dimension of the post cross-section.

Construction area signs placed within 4.6 m from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

**10-1.16 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.

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 within the right of way except in the Rest Area at PM R13.426.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

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

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

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

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

Location: Northbound/Southbound Route 280 – From Santa Clara County Line to Larkspur Drive Undercrossing in Millbrae

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

Legend:

2 Two adjacent lanes open in direction of travel.

No lane closure allowed.

REMARKS:

## 10-1.17 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. Closures involving work (temporary barrier placement and paving operations) that will reduce horizontal clearances, traveled way inclusive of shoulders, to 2 lanes or less shall be submitted not less than 18 working days and no more than 90 working days before the anticipated start of operation. Closures involving work (pavement overlay, overhead sign installation, falsework and girder erection) that will reduce the vertical clearances available to the public, shall be submitted not less than 18 working days and no more than 90 working days before the anticipated start of operation.

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

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

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

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

### CONTINGENCY PLAN

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

### LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make 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 compensation for the suspension of work resulting from the late reopening of closures.

For each 10-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct $1300 per interval from moneys due or that may become due the Contractor under the contract.

### COMPENSATION

The Contractor shall notify the Engineer of 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 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, 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.

### 10-1.18 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.

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

The 500 m section of lane closure, shown along lane lines between the 300 m lane closure tapers on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be used.

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.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, 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 shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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.

### 10-1.19 TEMPORARY RAILING

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

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

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.

### 10-1.20 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

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

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.

## 10-1.21 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

### REMOVE EXISITNG CRASH CUSHION

Existing crash cushions, where shown on the plans to be removed, shall be removed and disposed of.

### REMOVE METAL BEAM GUARD RAILING AND BARRIER

Existing metal beam guard railing, double metal beam barrier and double metal beam guard railing on bridge where shown on the plans to be removed, shall be removed and disposed of.

Existing double metal beam guard railing to be removed from bridge structures shall be removed flush to the existing concrete without cracking or damaging the existing concrete surface. Any holes or voids resulting from removal of metal beam guard railing shall be filled with non-shrinkage grout (> 28 Mpa) or structural concrete (> 28 Mpa).

Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for furnishing non-shrinkage grout or structural concrete and filling any holes to restore a flush surface to the existing concrete surface shall be considered as included in the contract price paid per meter for concrete barrier Type 60A modified (architecturally treated) and no separate payment will be made therefor.

### REMOVE DRAINAGE FACILITY

Existing culverts, inlets, overside drains, and V-ditch, where shown on the plans to be removed, shall be completely removed and disposed of.

### REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

### ADJUST AND MODIFY INLET

Existing pipe inlets and concrete drainage inlets shall be adjusted and modified as shown on the plans.

Portland cement concrete shall be minor concrete or may be produced from commercial quality concrete containing not less than 350 kilograms of cement per cubic meter.

Where inlets are located in areas to be paved or surfaced, no individual structure shall be constructed to final grade until the paving or surfacing has been completed immediately adjacent to the structure.

### EXISTING LOOP DETECTORS

If part of the loop conductor, including the portion leading to the adjacent pull box and handhole, is damaged by the Contractor's operations, the entire detector loop shall be replaced at the Contractor's expense. Adjacent loops damaged during the replacement shall also be replaced.

## 10-1.22 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.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Vegetable growth from clearing and grubbing operations may be disposed of in embankments in conformance with the provisions in "Earthwork" of these special provisions.

## 10-1.23 WATERING

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

## 10-1.24 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material not designated or determined to contain aerially deposited lead 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.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 0.6-m below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 20 mm from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic meter for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

## 10-1.25 MATERIAL CONTAINING AERIALLY DEPOSITED LEAD

Earthwork involving material containing aerially deposited lead shall conform to the provisions in Section 19, "Earthwork" of the Standard Specifications and these special provisions.

Attention is directed to "Aerially Deposited Lead" and "Hazardous Material, General" of these special provisions.

Type Z-2 material contains aerially deposited lead in average concentrations (using the 95 percent Upper Confidence Limit) greater than or equal to 1000 mg/kg total lead; greater than or equal to 5.0 mg/L soluble lead (as tested using the California Waste Extraction Test) and the material is surplus; or greater than 3397 mg/kg total lead. Type Z-2 material exists from a depth of 0.00 m to 0.75 m below existing grade, and as shown on the plans. Type Z-2 material also contains naturally occurring asbestos in some areas within the project limits; these areas are shown on the plans. This material is hazardous waste regulated by the State of California and shall be transported to and disposed of at a Class I Disposal Site. Material excavated from these areas shall be transported by a hazardous waste transporter registered with the DTSC using the required procedures for creating a manifest for the material. The vehicles used to transport the hazardous material shall conform to the current certifications of compliance of the DTSC.

### HEALTH AND SAFETY PLAN

The Contractor shall prepare a project specific Health and Safety Plan to prevent or minimize worker exposure to lead and asbestos while handling material containing aerially deposited lead or naturally occurring asbestos. Attention is directed to Title 8, California Code of Regulations, Section 5192, "Hazardous Waste Operations and Emergency Response," for specific California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) requirements when working with hazardous substances.

The Health and Safety Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 5192(b)(4)(B). Before submission to the Engineer, the Health and Safety 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 15 days prior to beginning work in areas containing aerially deposited lead or naturally occurring asbestos.

The Contractor shall not work in areas containing aerially deposited lead or asbestos within the project limits, unless authorized in writing by the Engineer, until the Engineer has accepted the Health and Safety Plan.

Prior to performing work in areas containing aerially deposited lead or asbestos, personnel who have no prior training or are not current in their training status, including Department 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 5192, "Hazardous Waste Operations and Emergency Response."

Personal protective equipment, training, and washing facilities required by the Contractor's Health and Safety Plan shall be supplied to Department personnel by the Contractor. The number of Department personnel will be 2.

The Engineer will notify the Contractor of acceptance or rejection of the submitted or revised Health and Safety Plan not more than 10 days after submittal of the plan.

The contract lump sum price paid for Health and Safety Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Health and Safety 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.

**EXCAVATION AND TRANSPORTATION PLAN**

Within 15 days after approval of the contract, the Contractor shall submit 3 copies of an Excavation and Transportation Plan to the Engineer. The Engineer will have 7 days to review the plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plan within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the plan, 3 additional copies incorporating the required changes shall be submitted to the Engineer. Minor changes to or clarifications of the initial submittal may be made and attached as amendments to the Excavation and Transportation Plan. In order to allow construction to proceed, the Engineer may conditionally approve the plan while minor revisions or amendments are being completed.

The Contractor shall prepare the written, project specific Excavation and Transportation Plan establishing the procedures the Contractor will use to comply with requirements for excavating, stockpiling, transporting, and placing (or disposing) of material containing aerially deposited lead. The plan shall conform to the regulations of the DTSC and Cal-OSHA. The sampling and analysis portions of the Excavation and Transportation Plan shall meet the requirements for the design and development of the sampling plan, statistical analysis, and reporting of test results contained in USEPA, SW 846, "Test Methods for Evaluating Solid Waste," Volume II: Field Manual Physical/Chemical, Chapter Nine, Section 9.1. The plan shall contain, but not be limited to the following elements:

A. Excavation schedule (by location and date),
B. Dust control measures,
C. Transportation equipment and routes,
D. Method for preventing spills and tracking material onto public roads,
E. Truck waiting and staging areas,
F. Site for disposal of hazardous waste,
G. Spill Contingency Plan for material containing aerially deposited lead.

**DUST CONTROL**

Excavation, transportation, placement, and handling of material containing naturally occurring asbestos or 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.

**STOCKPILING**

Stockpiles of material containing naturally occurring asbestos or aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 0.33 mm minimum thickness or 0.3 m of non-hazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

**MATERIAL TRANSPORTATION**

Prior to traveling on public roads, loose and extraneous material shall be removed from surfaces outside the cargo areas of the transporting vehicles and the cargo shall be covered with tarpaulins or other cover, as outlined in the approved Excavation and Transportation Plan. The Contractor shall be responsible for costs due to spillage of material containing lead or asbestos during transport.

The Department will not consider the Contractor a generator of the hazardous material, and the Contractor will not be obligated for further cleanup, removal, or remedial action for such material handled or disposed of in conformance with the requirements specified in these special provisions and the appropriate State and Federal laws and regulations and county and municipal ordinances and regulations regarding hazardous waste.

**DISPOSAL**

Materials containing aerially deposited lead or asbestos shall be disposed of within California. The disposal site shall be operating under a permit issued by the appropriate California Environmental Protection Agency board or department.

The Engineer will obtain the Environmental Protection Agency Generator Identification Number for hazardous waste disposal. The Engineer will sign all hazardous waste manifests. The Contractor shall notify the Engineer 5 days before the manifests are to be signed.

Sampling, analyzing, transporting, and disposing of material containing naturally occurring asbestos or aerially deposited lead excavated outside the pay limits of excavation will be at the Contractor's expense.

**MEASUREMENT AND PAYMENT**

Quantities of roadway excavation (aerially deposited lead) and structure excavation (aerially deposited lead), of the types shown in the Engineer's Estimate, will be measured and paid for in the same manner specified for roadway excavation and structure excavation, respectively, in Section 19, "Earthwork," of the Standard Specifications.

Full compensation for preparing an approved Excavation and Transportation Plan and transporting and disposing of material containing aerially deposited lead shall be considered as included in the contract prices paid per cubic meter for the items of roadway excavation (aerially deposited lead) and structure excavation (aerially deposited lead) including excavation of asphalt concrete-lined gutter of the types involved, and no additional compensation will be allowed therefor.

No payment for stockpiling of material containing aerially deposited lead or naturally occurring asbestos will be made, unless the stockpiling is ordered by the Engineer.

Sampling, analyses, and reporting of results for surplus material not previously sampled will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

## 10-1.26 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 (Types D), 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).

## 10-1.27 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, and other areas disturbed by construction activities.

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.

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

| Botanical Name (Common Name) | Percent Germination (Minimum) | Kilograms Pure Live Seed Per Hectare (Slope Measurement) |
|---|---|---|
| Lupinus bicolor (Pigmy-Leaved Lupine) | 40 | 3.0 |
| Lupinus nanus (Sky Lupine) | 40 | 6.0 |
| Lotus purshianus (Spanish Clover) | 40 | 3.0 |

**Non-Legume Seed**

Non-legume seed shall consist of the following:

NON-LEGUME SEED

| Botanical Name (Common Name) | Percent Germination (Minimum) | Kilograms Pure Live Seed Per Hectare (Slope Measurement) |
|---|---|---|
| Eschscholzia californica (California Poppy) | 35 | 3.0 |
| Hordeum californicum "Prostrate" (California Barley Prostrate) | 45 | 10.0 |
| Festuca idahoensis "Romeri" (Idaho Fescue) | 45 | 12.0 |
| Vulpia microstachys (Three Week Fescue) | 45 | 15.0 |

**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 | 12 |
| Non-Legume Seed | 40 |
| Fiber | 320 |

| Material | Cubic Meter Per Hectare (Slope Measurement) |
|---|---|
| Compost | 2 |

B. 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 D) shall be applied at close range onto the slope face such that the materials are well integrated and in close contact with the ground surface. Application shall be perpendicular to the slope face.

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

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.

## 10-1.28 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 pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic netting. Each roll shall be a minimum of 175 mm and a maximum of 225 mm in diameter and 7 m to 9 m in length and shall weigh not less than 1.3 kg/m. The netting shall be ultraviolet (UV) degradable plastic. 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.

B.. Stakes shall be fir or pine and shall be a minimum of 25 mm x 25 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.

**INSTALLATION**

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.

Furrows shall be constructed at a slight angle to the slope contour to a depth of 50 mm to 100 mm, and at a sufficient width to hold the fiber rolls.

Rolls shall be installed 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.

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.

**MEASUREMENT AND PAYMENT**

Fiber rolls will be measured by the meter from end to end along the centerline of the installed rolls.

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 fiber rolls, complete in place, including stakes, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## 10-1.29 PRUNE EXISTING PLANTS

The work performed in connection with prune existing plants shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and these special provisions.

Existing plants, as determined by the Engineer, shall be pruned. Pruning of the existing plants, except as otherwise provided in these special provisions, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

## 10-1.30 AGGREGATE BASE

Aggregate base shall be Class 3 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 3 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 3 aggregate base may include reclaimed glass.

Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

Aggregate for Class 3 aggregate base shall conform to the following requirements:

At the option of the Contractor, the grading for either the 19mm maximum or 37.5mm maximum should be used.

Grading Requirements (Percentage Passing)

| Sieve Sizes | 19-mm Maximum | |
|---|---|---|
| | Operating Range | Contract Compliance |
| 50-mm | - | - |
| 37.5-mm | - | - |
| 25-mm | 100 | 100 |
| 19-mm | 90-100 | 87-100 |
| 4.75-mm | 35-60 | 30-65 |
| 600-µm | 10-30 | 5-35 |
| 75-µm | 2-11 | 0-14 |

Grading Requirements (Percentage Passing)

| Sieve Sizes | 37.5-mm_Maximum | |
|---|---|---|
| | Operating Range | Contract Compliance |
| 50-mm | 100 | 100 |
| 37.5-mm | 90-100 | 87-100 |
| 25-mm | - | - |
| 19-mm | 50-85 | 45-90 |
| 4.75-mm | 25-45 | 20-50 |
| 600-µm | 10-25 | 6-29 |
| 75-µm | 2-11 | 0-14 |

Quality Requirements

| Tests | Operating Range | Contract Compliance |
|---|---|---|
| Sand Equivalent | 25 min | 22min |
| Resistance (R-value) | | 78min |
| Durability Index | | 35 min |

The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index test is performed. Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement or other chemical material for purposes of performing the Durability Index test.

**10-1.31 ASPHALT CONCRETE**

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

The aggregate for Type A asphalt concrete shall conform to the 12mm Maximum coarse grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt. Slow-setting asphaltic emulsion and rapid-setting asphaltic emulsion shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. When paving asphalt is used for paint binder, the grade will be determined by the Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 92, "Asphalts," of the Standard Specifications.

Paint binder (tack coat) shall be applied in the liter per square meter range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

| Application Rates for Asphaltic Emulsion Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP) | | |
|---|---|---|
| Type of surface to receive paint binder (tack coat) | Slow-Setting Asphaltic Emulsion $L/m^2$(Note A) | Rapid-Setting Asphaltic Emulsion $L/m^2$(Note B) |
| Dense, compact surfaces, between layers, and on PCCP | 0.20 – 0.35 | 0.10 – 0.20 |
| Open textured, or dry, aged surfaces | 0.35 – 0.90 | 0.20 – 0.40 |

Note A: Slow-setting asphaltic emulsion is asphaltic emulsion diluted with additional water. Water shall be added and mixed with the asphaltic emulsion (containing up to 43 percent water) so the resulting mixture contains one part asphaltic emulsion and not more than one part added water. The water shall be added by the emulsion producer or at a facility that has the capability to mix or agitate the combined blend.
Note B: Undiluted rapid-setting asphaltic emulsion.

| Application Rates for Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP) | |
|---|---|
| Type of surface to receive paint binder (tack coat) | Paving Asphalt $L/m^2$ |
| Dense, compact surfaces, between layers, and on PCCP | 0.05 – 0.10 |
| Open textured, or dry, aged surfaces | 0.10 – 0.25 |

When asphaltic emulsion is used as paint binder (tack coat), asphalt concrete shall not be placed until the applied asphaltic emulsion has completely changed color from brown to black.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area), in addition to the prices paid for the materials involved, shall be limited to the areas listed on the plans.

Aggregate for asphalt concrete dikes shall be in conformance with the provisions for 9.5-mm Maximum grading in Section 39-2.02, "Aggregate," of the Standard Specifications.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

### 10-1.32 CONCRETE STRUCTURES

Drainage inlets and other portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

### 10-1.33 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.

## 10-1.34 FURNISH SIGN

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at the Department's internet site:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at the following Internet website:

http://mutcd.fhwa.dot.gov/ser-pubs.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at the Department's internet site:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 8 m. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

### SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B209.

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the sheet aluminum.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between 108 $mg/m^2$ and 377 $mg/m^2$, and an average mass of 269 $mg/m^2$. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

Base plate for standard route marker shall be die cut.

### RETROREFLECTIVE SHEETING

The Contractor shall furnish retroreflective sheeting for sign background and legend in accordance with ASTM Designation: D4956 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective sheeting manufacturer without stretching, tearing, and damage.

Class 1, 3, or 4 adhesive backing shall be used for Type II, III, IV, VII, VIII, and IX retroreflective sheeting. Class 2 adhesive backing may also be used for Type II retroreflective sheeting. The adhesive backing shall be pressure sensitive and fungus resistant.

When the color of the retroreflective sheeting determined from instrumental testing is in dispute, the Engineer's visual test will govern.

### PROCESS COLOR AND FILM

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retroreflective sheeting.

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the screened process color, non-reflective opaque black film, and protective overlay film.

The surface of the screened process color shall be flat and smooth. When the screened process colors determined from the instrumental testing in accordance to ASTM Designation: D4956 are in dispute, the Engineer's visual test will govern.

The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Contractor may use green, red, blue, and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than 70 percent of the coefficient of retroreflection specified in ASTM Designation: D4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weatherability as that of the retroreflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90°angle.

**SINGLE SHEET ALUMINUM SIGN**

Single sheet aluminum signs shall be fabricated and furnished with or without frame. The Contractor shall furnish the sheet aluminum in accordance to "Sheet Aluminum" of these special provisions. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38.

Single sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 1220 mm, one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum sign shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of +3 mm. The face sheet shall be affixed to the frame with rivets of 5-mm diameter. Rivets shall be placed within the web of channels and shall not be placed less than 13 mm from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of +3 mm per meter when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within +3 mm of the detailed dimensions.

Aluminum channels or rectangular aluminum tubings shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires as shown on the plans. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

**FIBERGLASS REINFORCED PLASTIC PANEL SIGN**

The Contractor shall furnish fiberglass reinforced plastic panel sign in accordance with ASTM Designation: D3841 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Fiberglass reinforced plastic shall be acrylic modified and ultraviolet stabilized for outdoor weatherability. The plastic shall contain additives designed to suppress fire ignition and flame propagation. When tested in accordance with the requirements in the ASTM Designation: D635, the extent of burning shall not exceed 25 mm.

Fiberglass reinforced plastic shall be stabilized to prevent the release solvents and monomers. The front and back surfaces of the laminate shall be clean and free of constituents and releasing agents that can interfere with the bonding of retroreflective sheeting.

The fiberglass reinforced plastic panel sign shall be weather resistant Grade II thermoset polyester laminate.

The fiberglass reinforced plastic panels shall be minimum 3.4 mm thick. Finished fiberglass reinforced plastic panel signs shall be flat within a tolerance of +3 mm per meter when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within +3 mm of the specified dimensions.

Color of fiberglass reinforced plastic panels shall be uniform gray within Munsel range of N7.5 to N8.5.

Fiberglass reinforced plastic panels shall be cut from a single piece of laminate. Bolt holes shall be predrilled. The predrilled bolt holes, panel edges, and the front and back surfaces of the panels shall be true and smooth. The panel surfaces shall be free of visible cracks, pinholes, foreign inclusions, warping and wrinkles that can affect performance and serviceability.

## 10-1.35 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 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 Standard Plan A62DA shall not be compacted prior to placement of the pipe.

## 10-1.36 MISCELLANEOUS CONCRETE CONSTRUCTION

Gutter depressions shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

## 10-1.37 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

## 10-1.38 CONCRETE BARRIERS (ARCHITECTURALLY TREATED)

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Concrete barrier Type 60 shall be constructed on a 60 mm layer of asphalt concrete (Type A) as shown on the plans.

Concrete barriers Type 60C shall be constructed on a layer of Class 3 Aggregate Base as shown on the plans. Aggregate base shall conform to the provisions in "Aggregate Base" of these special provisions. When concrete barriers are to be constructed on aggregate base, the height of the barriers shall be adjusted to compensate for irregularities in the surface of the finished aggregate base. The amount of adjustment will be determined by the Engineer and will be ordered before the concrete is placed.

Concrete barrier markers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. At those locations shown on the plans, concrete barrier markers shall be cemented to the barrier in conformance with the manufacturer's recommendations. Post Miles shall be painted on the barriers in conformance with "Preparing and Painting Concrete" of these special provisions and as shown on the plans.

### ARCHITECTURAL TREATMENT

Architectural treatment (Surface Texture) for concrete barrier surfaces shall conform to the details shown on the plans and these special provisions. Surface texture for the concrete barriers shall be a heavy blast finish applied to both sides of the barriers and to the ends of the barriers or as ordered by the Engineer. Concrete barriers shall have chamfered top edges.

The heavy abrasive blast texture shall be an architectural texture accomplished by abrasive blasting the surface of the concrete to produce a generally uniform color and sandy texture with air and water bubbles in the concrete partially exposed.

### COLORING

The concrete barriers shall be integrally colored a dark gray obtained by the addition of carbon black pigment to the concrete mix at the rate of 0.45 kg per sack of cement.

### TEST SECTION

A test section at least 0.91 m x 2.44 m in size shall be successfully completed at a location approved by the Engineer before beginning work on median barriers. The test section shall be constructed and finished with the materials, tools, equipment and methods to be used in constructing the architecturally textured barriers. If ordered by the Engineer, additional test sections shall be constructed and finished until the specified finish, texture and color are obtained, as determined by the Engineer.

The final approved test section shall be used as the standard of comparison in determining acceptability of architectural treatment for surface texture and color on concrete barrier surfaces. As ordered by the Engineer, the Contractor shall remove and dispose of the test sections and return the site to its original condition.

**PREPARING AND PAINTING CONCRETE MEDIAN BARRIER**

Sides of the concrete median barriers shall be prepared and painted in conformance with the details shown on the plans, the provisions in Section 59, "Painting," and Section 91, "Paint," of the Standard Specifications, and these special provisions.

The Contractor shall provide a plan for painting a series of post miles to the Engineer for approval at least 10 working days in advance of painting the median barriers, unless otherwise permitted by the Engineer. Post miles shall be painted at 0.1mile intervals.. The surface area to be cleaned and painted with a white background shall be of sufficient size to accommodate the margins and spacings shown in the plans.

The paint to be applied to concrete surfaces shall conform to the provisions in Section 91-4.05, "Paint; Acrylic Emulsion, Exterior White and Light and Medium Tints," of the Standard Specifications. The colors of the paint shall be white and black as shown on the plans.

**MEASUREMENT AND PAYMENT**

Full compensation for architectural surface texturing and coloring, test sections, removal and disposal of test sections, preparing and painting concrete median barrier and for furnishing and installing concrete barrier markers, shall be considered as included in the contract price paid per meter for the various types of concrete barriers and no additional compensation will be allowed therefor.

## 10-1.39 THRIE BEAM BARRIER

Thrie beam barrier shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

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

Existing Oleanders shall be trimmed as directed by the Engineer to clear the work area. Trimmings shall be disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Full compensation for trimming existing plants and disposing of the trimmings shall be considered as included in the contract price paid per meter for thrie beam barrier and no separate payment will be made therefor.

## 10-1.40 TRANSITION RAILING (TYPE STB)

Transition railing (Type STB) shall be furnished and installed in conformance with details shown on the plans, the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

The 10-gage rail elements shall conform to the requirements of Class B, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180. End caps shall conform to the requirements of Class A, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180.

Surplus excavated material remaining after the transitional railing (Type STB) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

The contract unit price paid for transition railing (Type STB) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing transition railing (Type STB), complete in place, including drilling holes for wood posts, driving posts, backfill, and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## 10-1.41 TRANSITION RAILING (TYPE DTB)

Transition railing (Type DTB) shall be furnished and installed in conformance with details shown on the plans, the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

The 10-gage rail elements shall conform to the requirements of Class B, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180. End caps shall conform to the requirements of Class A, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180.

Surplus excavated material remaining after the transitional railing (Type DTB) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

The contract unit price paid for transition railing (Type DTB) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing transition railing (Type DTB), complete in place, including drilling holes for wood posts, driving posts, backfill, and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## SECTION 10-2. (BLANK)

## SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

### 10-3.01 DESCRIPTION

Modifying inductive loop detector and service equipment enclosure shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

### 10-3.02 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdowns shall be limited to periods allowed for lane closures listed or specified in "Maintaining Traffic" of these special provisions.

### 10-3.03 CONDUIT

Conduit to be installed underground shall be Type 1 or Type 3 unless otherwise specified. Detector termination conduits shall be Type 3.

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

Conduit sizes shown on the plans and specified in the Standard Specifications and these special provisions are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

| Size Designation for Metallic Type Conduit | Equivalent Size for Rigid Non-metallic Conduit |
|---|---|
| 21 | 20 |
| 27 | 25 |
| 41 | 40 |
| 53 | 50 |
| 63 | 65 |
| 78 | 75 |
| 103 | 100 |

When Type 3 conduit is placed in a trench (not in pavement or under portland cement concrete sidewalk), after the bedding material is placed and the conduit is installed, the trench shall be backfilled with commercial quality concrete, containing not less than 250 kg of portland cement per cubic meter, to not less than 100 mm above the conduit before additional backfill material is placed.

Conduit runs shown on the plans to be located behind curbs may be installed in the street, within 0.9-m of, and parallel with the face of the curb, by the "Trenching in Pavement Method" in conformance with the provisions in Section 86-2.05C, "Installation," of the Standard Specifications. Pull boxes shall be located behind the curb or at the locations shown on the plans.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

### 10-3.04 PULL BOXES

Grout shall not be placed in the bottom of new or existing pull boxes.

### 10-3.05 CABLES, CONDUCTORS AND WIRING

Splices shall be insulated by "Method B".

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

### 10-3.06 BONDING AND GROUNDING

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding," of the Standard Specifications and these special provisions.

Bonding jumpers in standards with handholes and traffic pull box lid covers shall be attached by a UL listed lug using 4.5-mm diameter or larger brass or bronze bolts and shall run to the conduit or bonding wire in the adjacent pull box. The

grounding jumper shall be visible after the standard has been installed and the mortar pad and cap have been placed on the foundation.

Standards without handholes shall have bonding accomplished by jumpers attached to UL listed ground clamps on each anchor bolt.

For slip base standards or slip base inserts, bonding shall be accomplished by jumpers attached to UL listed ground clamps on each anchor bolt, or a UL listed lug attached to the bottom slip base plate with a 4.5-mm diameter or larger brass or bronze bolt.

Equipment bonding and grounding conductors are required in conduits, except when the conduits contain combinations of loop lead-in cable, fiber optic cable, or signal interconnect cable. A No. 8 minimum, bare copper wire shall run continuously in circuits, except for series lighting circuits, where No. 6 bare copper wire shall run continuously. The bonding wire size shall be increased to match the circuit breaker size in conformance with the Code, or shall be as shown on the plans. Conduits to be installed for future conductors, may omit the copper wire.

Bonding of metallic conduits in metal pull boxes shall be by means of bonding bushings and bonding jumpers connected to the bonding wire running in the conduit system.

### 10-3.07 SERVICE

Type III service equipment enclosures shall be the aluminum type.

Circuit breakers shall be the cable-in/cable-out type, mounted on non-energized clips. All circuit breakers shall be mounted vertically with the up position of the handle being the "ON" position.

Each service shall be provided with up to 2 main circuit breakers which shall disconnect ungrounded service entrance conductors. Where the "Main" circuit breaker consists of 2 circuit breakers as shown on the plans or required in the special provisions, each of the circuit breakers shall have a minimum interrupting capacity of 10 000 A, rms.

The clearance between the bottom of the lowest circuit breaker and the bottom of the service equipment enclosure for a Type III-A series shall be 600 mm minimum.

Installation of a barrier type terminal block in service equipment enclosures is not required.

### 10-3.08 DETECTORS

Loop wire shall be Type 2.

Loop detector lead-in cable shall be Type B.

Slots shall be filled with elastomeric sealant or hot-melt rubberized asphalt sealant.

The depth of loop sealant above the top of the uppermost loop wire in the sawed slots shall be 50 mm, minimum.

The Contractor shall provide two reports per location on the status of each detector loop replacement showing continuity and insulation resistance readings. The reports shall be submitted to the Engineer, one before starting work and the other after work has been completed at each location.

### 10-3.09 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

Salvaged electrical materials shall be hauled to Caltrans Electrical Maintenance Station, 30 Rickard Street, San Francisco, CA 94134, (415) 330-6509 and stockpiled.

The Contractor shall provide the equipment, as necessary, to safely unload and stockpile the material. A minimum of 2 working days' notice shall be given prior to delivery.

### 10-3.10 PAYMENT

Full compensation for hauling and stockpiling electrical materials shall be considered as included in the contract price paid for the item requiring the material to be salvaged and no additional compensation will be allowed therefor.

Full compensation for service equipment enclosure (replacement) shall be considered as included in the contract lump sum price paid for inductive loop detector and no additional compensation will be allowed 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 5.

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.