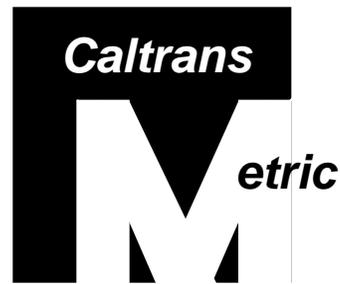


**** WARNING ** WARNING ** WARNING ** WARNING ****
This document is intended for informational purposes only.

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

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



STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND**

SPECIAL PROVISIONS

**FOR CONSTRUCTION ON AND ADJACENT TO STATE HIGHWAY
IN**

SAN LUIS OBISPO COUNTY IN TEMPLETON AT LAS TABLAS ROAD

DISTRICT 05, ROUTE 101

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

CONTRACT NO. 05-3454A4

05-SLO-101-82.8

**Federal Aid Project
ACNHG-P101(960)E**

**Bids Open: September 6, 2000
Dated: August 7, 2000**

IMPORTANT SPECIAL NOTICES

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

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

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

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

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

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

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

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

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

- **SURETY 2000**

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

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

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

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

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

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

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

TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	1
COPY OF ENGINEER'S ESTIMATE	3
SPECIAL PROVISIONS	6
SECTION 1. SPECIFICATIONS AND PLANS.....	6
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	6
2-1.01 GENERAL.....	6
2-1.015 FEDERAL LOBBYING RESTRICTIONS.....	6
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	7
2-1.02A DBE GOAL FOR THIS PROJECT.....	8
2-1.02B SUBMISSION OF DBE INFORMATION	9
SECTION 3. AWARD AND EXECUTION OF CONTRACT.....	10
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	10
SECTION 5. GENERAL	11
SECTION 5-1. MISCELLANEOUS	11
5-1.01 PLANS AND WORKING DRAWINGS	11
5-1.015 LABORATORY	11
5-1.02 LABOR NONDISCRIMINATION.....	11
5-1.03 INTEREST ON PAYMENTS	11
5-1.04 PUBLIC SAFETY	11
5-1.05 SURFACE MINING AND RECLAMATION ACT.....	12
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	13
5-1.07 YEAR 2000 COMPLIANCE.....	13
5-1.075 BUY AMERICA REQUIREMENTS.....	13
5-1.08 SUBCONTRACTOR AND DBE RECORDS	13
5-1.083 DBE CERTIFICATION STATUS	14
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS	14
5-1.09 SUBCONTRACTING.....	14
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	15
5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	15
5-1.11 CLAIMS SUBMITTAL	15
5-1.12 AREAS FOR CONTRACTOR'S USE.....	15
5-1.13 PAYMENTS.....	16
5-1.14 FIRE PLAN	16
SECTION 6. (BLANK).....	17
SECTION 7. (BLANK).....	17
SECTION 8. MATERIALS	17
SECTION 8-1. MISCELLANEOUS	17
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS	17
8-1.02 APPROVED TRAFFIC PRODUCTS	23
PAVEMENT MARKERS, PERMANENT TYPE	23
PAVEMENT MARKERS, TEMPORARY TYPE.....	24
STRIPING AND PAVEMENT MARKING MATERIALS	24
CLASS 1 DELINEATORS.....	25
CHANNELIZERS	25
CONICAL DELINEATORS, 1070 mm.....	25
OBJECT MARKERS.....	25
TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS	26
THREE BEAM BARRIER MARKERS.....	26
CONCRETE BARRIER DELINEATORS, 400 mm	26
CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm).....	26
SOUND WALL DELINEATOR.....	26
GUARD RAILING DELINEATOR.....	26
RETROREFLECTIVE SHEETING.....	27
SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS	27

8-1.03 STATE-FURNISHED MATERIALS	28
8-1.04 ENGINEERING FABRICS.....	28
SECTION 8-2. CONCRETE.....	28
8-2.01 PORTLAND CEMENT CONCRETE.....	28
SECTION 8-3. WELDING	38
8-3.01 WELDING ELECTRODES	38
SECTION 9. (BLANK).....	38
SECTION 10. CONSTRUCTION DETAILS.....	38
SECTION 10-1. GENERAL	38
10-1.01 ORDER OF WORK.....	38
10-1.02 WATER POLLUTION CONTROL.....	39
WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES	39
WPCP IMPLEMENTATION	40
MAINTENANCE	41
PAYMENT	41
10-1.03 RELIEF FROM MAINTENANCE AND RESPONSIBILITY.....	41
10-1.04 COOPERATION	41
10-1.05 PROGRESS SCHEDULE	42
10-1.06 OBSTRUCTIONS	42
10-1.07 CONSTRUCTION AREA SIGNS	42
10-1.08 MAINTAINING TRAFFIC.....	43
10-1.09 CLOSURE REQUIREMENTS AND CONDITIONS	43
CLOSURE SCHEDULE	43
CONTINGENCY PLAN	43
LATE REOPENING OF CLOSURES	43
COMPENSATION	44
10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.....	44
10-1.11 TEMPORARY CRASH CUSHION MODULE.....	44
GENERAL	45
MATERIALS.....	45
INSTALLATION	45
MEASUREMENT AND PAYMENT	46
10-1.12 EXISTING HIGHWAY FACILITIES	46
RELOCATE ROADSIDE SIGN	46
10-1.13 CLEARING AND GRUBBING.....	46
10-1.14 EARTHWORK.....	46
10-1.15 CONTROLLED LOW STRENGTH MATERIAL	47
10-1.16 EROSION CONTROL (TYPE D).....	48
MATERIALS.....	48
APPLICATION	48
MEASUREMENT AND PAYMENT	49
10-1.17 IRRIGATION CROSSEOVERS	49
10-1.18 AGGREGATE SUBBASE.....	49
10-1.19 AGGREGATE BASE.....	50
10-1.20 ASPHALT CONCRETE	50
10-1.21 REPLACE ASPHALT CONCRETE SURFACING.....	50
10-1.22 CONCRETE PAVEMENT.....	51
10-1.23 CONCRETE STRUCTURES.....	53
10-1.24 ROADSIDE SIGNS.....	53
10-1.25 INSTALL BUS STOP AMENITIES.....	53
10-1.26 ALTERNATIVE PIPE	53
10-1.27 REINFORCED CONCRETE PIPE.....	53
10-1.28 CORRUGATED METAL PIPE	54
10-1.29 OVERSIDE DRAIN.....	54
10-1.30 MISCELLANEOUS FACILITIES.....	54
10-1.31 SLOPE PROTECTION	54
10-1.32 MISCELLANEOUS CONCRETE CONSTRUCTION	54
10-1.33 MISCELLANEOUS IRON AND STEEL.....	55
10-1.34 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING	55

SECTION 10-2 HIGHWAY PLANTING AND IRRIGATION SYSTEMS	55
10-2.01 GENERAL.....	55
COST BREAK-DOWN	55
10-2.02 HIGHWAY PLANTING.....	58
HIGHWAY PLANTING MATERIALS	58
ROADSIDE CLEARING	58
PESTICIDES	59
PLANTING.....	59
PLANT ESTABLISHMENT WORK.....	59
10-2.03 IRRIGATION SYSTEMS	60
VALVE BOXES.....	60
ELECTRIC AUTOMATIC IRRIGATION COMPONENTS	60
IRRIGATION SYSTEMS FUNCTIONAL TEST	61
PIPE	61
WATER METER.....	62
SPRINKLERS.....	62
FINAL IRRIGATION SYSTEM CHECK	62
SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS.....	62
10-3.01 DESCRIPTION	62
10-3.02 COST BREAK-DOWN.....	63
10-3.03 CONDUIT	63
10-3.04 PULL BOXES	63
10-3.05 CONDUCTORS AND WIRING.....	63
10-3.06 SERVICE.....	63
ELECTRIC SERVICE (IRRIGATION).....	63
10-3.07 NUMBERING ELECTRICAL EQUIPMENT.....	64
10-3.08 IRRIGATION CONTROLLER ENCLOSURE CABINET.....	64
10-3.09 LUMINAIRES.....	64
SECTION 11. (BLANK).....	64
SECTION 12. (BLANK).....	64
SECTION 13. (BLANK).....	64
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....	65

STANDARD PLANS LIST

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

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings - Arrows
A24C	Pavement Markings - Symbols and Numerals
A24E	Pavement Markings - Words and Crosswalks
A35A	Portland Cement Concrete Pavement (Undoweled Transverse Joints)
A62A	Excavation and Backfill - Miscellaneous Details
A62D	Excavation and Backfill - Concrete Pipe Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts
A87	Curbs, Dikes and Driveways
A88A	Curb Ramp Details
A88B	Curb Ramp Details
A90	Accessible Parking
D72	Drainage Inlets
D74B	Drainage Inlets
D74C	Drainage Inlet Details
D77B	Bicycle Proof Grate Details
D79	Precast Reinforced Concrete Pipe - Direct Design Method
D87A	Corrugated Metal Pipe Downdrain Details
D87B	Plastic Pipe Downdrain Details
D87D	Overside Drains
D88	Construction Loads On Culverts
D94A	Metal and Plastic Flared End Sections
D94B	Concrete Flared End Sections
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connectors
D97B	Corrugated Metal Pipe Coupling Details No. 2 - Hat Band Coupler and Flange Details
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
H1	Planting and Irrigation - Abbreviations
H2	Planting and Irrigation - Symbols
H3	Planting and Irrigation Details
H4	Planting and Irrigation Details
H5	Planting and Irrigation Details
H6	Planting and Irrigation Details
H7	Planting and Irrigation Details
H8	Planting and Irrigation Details
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)
T5	Temporary Terminal Section (Type K)
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways

RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-2A	Signal, Lighting and Electrical Systems - Service Equipment
ES-2C	Signal, Lighting and Electrical Systems - Service Equipment Notes, Type III Series
ES-2E	Signal, Lighting and Electrical Systems - Service Equipment and Typical Wiring Diagram Type III-B Series
ES-3A	Signal, Lighting and Electrical Systems - Controller Cabinet Details
ES-3C	Signal, Lighting and Electrical Systems - Controller Cabinet Details
ES-3H	Signal, Lighting and Electrical Systems - Irrigation Controller Enclosure Cabinet
ES-6A	Lighting Standards - Types 15, 21 and 22
ES-6D	Lighting Standards - Types 15D, 21D and 22D Double Luminaire Arm
ES-7M	Signal and Lighting Standards - Details No. 1
ES-7N	Signal and Lighting Standards - Details No. 2
ES-8	Signal, Lighting and Electrical Systems - Pull Box Details
ES-10	Signal, Lighting and Electrical Systems - Isolux Diagrams
ES-11	Signal, Lighting and Electrical Systems - Foundation Installations
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details
ES-13B	Signal, Lighting and Electrical Systems - Wiring Details and Fuse Ratings

Federal Project with DBE Goals (12-01-99)

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 05-3454A4

05-SLO-101-82.8

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON AND ADJACENT TO STATE HIGHWAY IN SAN LUIS OBISPO COUNTY IN TEMPLETON AT LAS TABLAS ROAD

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 September 6, 2000, at which time they will be publicly opened and read in Room 0100 at the same address.

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

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON AND ADJACENT TO STATE HIGHWAY IN SAN LUIS OBISPO COUNTY IN TEMPLETON AT LAS TABLAS ROAD

General work description: construct park and ride lot.

This project has a goal of 10 percent disadvantaged business enterprise (DBE) participation. No prebid meeting is scheduled for this project.

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

Bids are required for the entire work described herein.

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

The Caltrans District 11 Office is located at 2829 Juan Street, San Diego, CA. 92110. The mailing address is P.O. Box 85406, San Diego, CA. 92186-5406, E-mail address of the Duty Senior is: Duty_Senior_Const_District11@dot.ca.gov, or by fax at (619) 688-6988. The District 11 Duty Senior telephone number is (619) 688-6635.

The Website address for posting of questions and responses is: www.dot.ca.gov/dist11/construc/

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

Cross sections for this project are not available.

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated August 7, 2000

RMD

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

05-3454A4

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
2 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
3	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	3
4	160101	CLEARING AND GRUBBING	LS	LUMP SUM
5	190101	ROADWAY EXCAVATION	M3	180
6	198001	IMPORTED BORROW	M3	3500
7 (S)	200001	HIGHWAY PLANTING	LS	LUMP SUM
8 (S)	203014	FIBER (EROSION CONTROL)	KG	400
9 (S)	203040	SEED (EROSION CONTROL)	KG	5
10 (S)	203056	COMMERCIAL FERTILIZER (EROSION CONTROL)	KG	40
11 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	24
12 (S)	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM
13 (S)	208000	IRRIGATION SYSTEM	LS	LUMP SUM
14	208304	WATER METER	LS	LUMP SUM
15 (S)	019101	100 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE	M	40
16 (S)	019102	150 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE	M	15
17	250401	CLASS 4 AGGREGATE SUBBASE	M3	220
18	260201	CLASS 2 AGGREGATE BASE	M3	320
19	390095	REPLACE ASPHALT CONCRETE SURFACING	M3	2.6
20	390103	ASPHALT CONCRETE (TYPE B)	TONN	270

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	10
22	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	190
23	401000	CONCRETE PAVEMENT	M3	22
24 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	4.2
25	566011	ROADSIDE SIGN - ONE POST	EA	10
26	566012	ROADSIDE SIGN - TWO POST	EA	1
27	019103	INSTALL BUS STOP AMENITIES	LS	LUMP SUM
28	620909	450 MM ALTERNATIVE PIPE CULVERT	M	41
29	620913	600 MM ALTERNATIVE PIPE CULVERT	M	34
30	692092	300 MM ALTERNATIVE ENTRANCE TAPER	EA	2
31	692245	300 MM DOWNDRAIN SLIP JOINT	EA	2
32	692383	300 MM ANCHOR ASSEMBLY	EA	2
33	698091	300 MM ALTERNATIVE PIPE DOWNDRAIN	M	4
34	705336	450 MM ALTERNATIVE FLARED END SECTION	EA	1
35	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	1
36	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	3.6
37	729010	ROCK SLOPE PROTECTION FABRIC	M2	12
38	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	77
39 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	266
40	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	490

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	840666	PAINT PAVEMENT MARKING (2-COAT)	M2	18
42 (S)	860407	LIGHTING (PARKING LOT)	LS	LUMP SUM
43 (S)	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 05-3454A4

SECTION 1. SPECIFICATIONS AND PLANS

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

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

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

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

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

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Central Region Construction, P.O. Box 12616, Fresno, CA 93778, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

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

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

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

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

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

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

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

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

2-1.02A DBE GOAL FOR THIS PROJECT

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

Contract No. <<Dist>>-<<Contract_No>>

Disadvantaged Business Enterprise (DBE): 10 percent

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

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

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

2-1.02B SUBMISSION OF DBE INFORMATION

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

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

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

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

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

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime

contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

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

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

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

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

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

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

Attention is directed to the provisions in Sections 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," and 20-4.08, "Plant Establishment Work," 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 (except plant establishment work) shall be diligently prosecuted to completion before the expiration of **60 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$ 250 per day, for each and every calendar day's delay in finishing the work (except plant establishment work) in excess of the number of working days prescribed above.

The Contractor shall diligently prosecute all work (including plant establishment) to completion before the expiration of **555 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$250 per day, for each and every calendar day's delay in completing the work in excess of the number of working days prescribed above.

In no case will liquidated damages of more than \$ 250 per day be assessed.

SECTION 5. GENERAL
SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

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

5-1.015 LABORATORY

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

5-1.02 LABOR NONDISCRIMINATION

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

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

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

5-1.03 INTEREST ON PAYMENTS

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

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

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

5-1.04 PUBLIC SAFETY

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

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

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:

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

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

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

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

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

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

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

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

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

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

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

5-1.05 SURFACE MINING AND RECLAMATION ACT

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

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

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

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.07 YEAR 2000 COMPLIANCE

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

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

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

5-1.075 BUY AMERICA REQUIREMENTS

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

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

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

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

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

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall

also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

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

5-1.083 DBE CERTIFICATION STATUS

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

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

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

5-1.09 SUBCONTRACTING

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

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

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

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

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

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

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

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

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

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

5-1.11 CLAIMS SUBMITTAL

Claims submittal may be made on work completed, except for plant establishment work, upon receiving relief from maintenance and responsibility for the completed work in lieu of acceptance by the Director as specified in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Claims submitted upon granting of relief from maintenance and responsibility will be processed in conformance with the provisions in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions.

Upon the request of the Contractor, relief from maintenance and responsibility for work completed in conformance with the requirements of the contract and to the satisfaction of the Engineer may be granted in conformance with the provisions in Section 7-1.15, "Relief From Maintenance and Responsibility," of the Standard Specifications. Within 90 days of granting relief from maintenance and responsibility, the Engineer will issue to the Contractor, in writing, a final progress pay estimate showing the completed items of work. Within 30 days after receiving the final progress pay estimate, the Contractor may submit to the Engineer a written statement of the claims arising under the contract exclusive of plant establishment work. No claim arising from work for which relief of maintenance and responsibility were granted will be considered unless it was included in the written statement of claims.

The proposed final estimate for the contract will be submitted to the Contractor after acceptance of the work, including plant establishment. After submittal of the proposed final estimate, no claim will be considered except for those arising from plant establishment work or additional work ordered by the Engineer during the plant establishment period of the contract.

The process for resolution of the contract claims, including plant establishment work, by arbitration shall not begin until acceptance of the work by the Engineer and shall be in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications.

5-1.12 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.

5-1.13 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 \$5,000

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.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.14 FIRE PLAN

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

- A. The Contractor shall be responsible for:
 - 1. obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
 - 2. immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
 - 3. preventing project personnel from setting open fires not part of the work, unless the Engineer determines that the fire hazard is negligible,
 - 4. preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
- B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.
- C. Toilets shall have a metal receptacle, at least 150 mm in diameter by 200 mm deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 15 m of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 4.6 m from the engine.
- E. The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste. The first order of work shall be to clear a fire break at the outer limits of the areas to be cleared and grubbed.
- F. The Contractor shall furnish each piece of equipment with the following:
 - 1. one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
 - 2. one shovel and one back-pack 20-L water-filled tank with pump for each welder,
 - 3. one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 8 m from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234,

4. shovels shall be size "O" or larger and shall be not less than 1.2 m in length.
- G. The Contractor shall furnish a pickup truck and driver that will be available for fire control during working hours and as specified herein.
1. The truck shall be equipped with 2 shovels, and 2 back-pack 20-L water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor and approved by the Engineer.
 2. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than one-half hour after the shutdown of the work.

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

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

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

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

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

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS
ASTM Designation: A 325M

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

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

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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

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

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

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

CONVERSION TABLE FOR SIZES OF:

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

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

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

CONVERSION TABLE FOR WIRE

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

CONVERSION TABLE FOR PIPE PILES

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

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

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

CONVERSION TABLE FOR NAILS AND SPIKES

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

CONVERSION TABLE FOR IRRIGATION COMPONENTS

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

8-1.02 APPROVED TRAFFIC PRODUCTS

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

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

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

Retroreflective With Abrasion Resistant Surface (ARS)

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

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

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

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIALS

Permanent Traffic Striping and Pavement Marking Tape

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

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

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

Preformed Thermoplastic (Heated in place)

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

Removable Traffic Paint

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

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

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

Special Use Flexible Type, 1700 mm

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

Surface Mount Flexible Type, 1200 mm

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

CHANNELIZERS

Surface Mount Type, 900 mm

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

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

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

OBJECT MARKERS

Type "K", 450 mm

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

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

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

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

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

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

Non-Impactable Type

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

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

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

CONCRETE BARRIER DELINEATORS, 400 mm

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

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

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

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

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

- A. Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

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

Wood Post Type, 686 mm

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

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

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

Barrels and Drums

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

Barricades: Type I, Engineer Grade

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

Barricades: Type II, Super Engineer Grade

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

Signs: Type II, Super Engineer Grade

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

Signs: Type III, High-Intensity Grade

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

Signs: Type IV, High-Intensity Prismatic Grade

- A. Stimsonite Series 6200

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

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

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

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

8-1.03 STATE-FURNISHED MATERIALS

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

The following materials will be furnished to the Contractor:

- A. Sign panels for roadside signs and.
- B. Two Benches for pedestrian use.
- C. Bicycle Parking Rack.
- D. Two Bicycle Lockers.
- E. Bus Shelter.
- F. Hardware for mounting sign panels
- G. Padlocks for irrigation controller enclosure cabinets.

8-1.04 ENGINEERING FABRICS

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

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

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

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

90-1.01 DESCRIPTION

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

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

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

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

• The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.

• Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

• Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

• If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.

• The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

• Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

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

90-2.01 PORTLAND CEMENT

• Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.

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

• "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.

• In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic

absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.

- B. The autoclave expansion shall not exceed 0.50 percent.
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

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

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

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

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

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

90-2.03 WATER

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

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

90-2.04 ADMIXTURE MATERIALS

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

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

Fine aggregate shall be graded within the following limits:

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

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

90-4.02 MATERIALS

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

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

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:
 - 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.
 - When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

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

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

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

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

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.
 - The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.
 - The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:
 - The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
 - The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 - When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than

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

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

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

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

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

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

90-5.02 PROPORTIONING DEVICES

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

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

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

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

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

90-5.03 PROPORTIONING

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

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

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

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

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

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

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

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

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

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

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

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

90-5.03A PROPORTIONING FOR PAVEMENT

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.

- The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.

- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

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

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

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

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.

- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

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

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

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

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.

- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick

stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.

- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.

- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.

- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

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

90-6.05 HAND-MIXING

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

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

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

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

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

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

- Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

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

90-9.01 GENERAL

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

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

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

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

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

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

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

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

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

- Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have

a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

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

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

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

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

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

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

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

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

90-10.02A CEMENTITIOUS MATERIAL

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

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

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

90-10.03 PRODUCTION

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

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

- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

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

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

SECTION 8-3. WELDING

8-3.01 WELDING ELECTRODES

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

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.

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

Attention is directed to "Fire Plan" of these special provisions regarding cooperating with local fire prevention authorities and implementing the fire plan established for this project.

No parking or operation of vehicles or equipment and no storage of materials will be permitted within the dripline of oak trees.

The uppermost layer of new pavement shall not be placed until all underlying conduits have been installed.

At the end of each working day if a difference in excess of 45-mm exists between the elevation of the existing pavement and the elevation of excavations within 2.4 m of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Not less than 60 days prior to planting the plants, the Contractor shall furnish the Engineer a statement from the vendor that the order for the plants required for this contract, including inspection plants, has been received and accepted by the vendor. The statement from the vendor shall include the names, sizes, and quantities of plants ordered and the anticipated date of delivery.

The Contractor shall place orders for replacement plants with the vendor at the appropriate time so that the roots of the replacement plants are not in an underdeveloped nor a root-bound condition.

Not less than 60 days prior to applying seeds, 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 "Irrigation Systems Functional Test" of these special provisions, regarding restrictions for planting operations.

Attention is directed to "Irrigation Controller Enclosure Cabinet" of these special provisions regarding preinstalling irrigation components in the irrigation controller enclosure cabinet prior to field installation.

10-1.02 WATER POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES

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

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

Within 7 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 3 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 3 days of receipt of the Engineer's comments. The Engineer will have 3 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached

as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

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

The WPCP shall incorporate control measures in the following categories:

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

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

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

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

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

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

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

WPCP IMPLEMENTATION

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

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between November 1 and March 15.

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

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

measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

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

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

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

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

MAINTENANCE

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

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

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

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

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

PAYMENT

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

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

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

10-1.03 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

The Contractor may be relieved of the duty of maintenance and protection for those items not directly connected with plant establishment work, except highway planting and irrigation systems in conformance with the provisions in Section 7-1.15, "Relief From Maintenance and Responsibility," of the Standard Specifications.

10-1.04 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 (Contract No. 05-4487U4) to rehabilitate roadway and barrier in Atascadero on Route 101 from PM 48.8 to 55.8 (KP 78.5 to KP 89.8) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

10-1.05 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

10-1.06 OBSTRUCTIONS

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

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

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

It is anticipated that the following utility facilities will be relocated prior to the dates shown:

Utility	Location	Date
PACIFIC BELL CONTROL CABINET	SOUTHEAST CORNER OF BENNET WAY AND LAS TABLAS ROAD	9-1-2000

In the event that the utility facilities mentioned above are not removed or relocated by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

10-1.07 CONSTRUCTION AREA SIGNS

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

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

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

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

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

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

10-1.08 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 on the traveled way or shoulders of Route 101.

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

A minimum of one paved traffic lane, not less than 3.6 m wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays.

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. Other modifications will be made by contract change order.

10-1.09 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, within a single traffic control system.

CLOSURE SCHEDULE

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

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

CONTINGENCY PLAN

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

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

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

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

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

10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

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

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

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

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

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

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

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

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

10-1.11 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" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.12 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.

RELOCATE ROADSIDE SIGN

Existing roadside signs shall be removed and relocated to the new locations shown on the plans.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

10-1.13 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications.

10-1.14 EARTHWORK

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

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

The portion of imported borrow placed within 1.5 m of the finished grade shall have a Resistance (R-Value) of not less than 3.

Imported borrow will be measured and paid for by the cubic meter and the quantity to be paid for will be computed in the following manner:

- A. The total quantity of embankment will be computed in conformance with the provisions for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications, on the basis of the planned or authorized cross section for embankments as shown on the plans and the measured ground surface.
- B. The Contractor, at the Contractor's option, may compact the ground surface on which embankment is to be constructed before placing any embankment thereon. If the compaction results in an average subsidence exceeding 75 mm, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment is started in that area.
- C. The quantities of roadway excavation which have been used in the embankment, will be adjusted by multiplying by a grading factor to be determined in the field by the Engineer. No further adjustment will be made in the event that the grading factor determined by the Engineer does not equal the actual grading factor.
- D. The quantity of imported borrow to be paid for will be that quantity remaining after deducting the adjusted quantities of excavation from the total embankment quantity. No adjustment will be made for any subsidence.
- E. The Contractor may propose a plan whereby the Contractor would be paid on the basis of measured settlement in lieu of the allowance specified above. The proposal shall include complete details of the subsidence-measuring devices and a detailed plan of each installation. If the proposed plan is approved by the Engineer, the Contractor, at the Contractor's expense, shall provide, install and maintain the subsidence-measuring devices. The Engineer will take necessary readings to determine the progress of subsidence, if any, and the Contractor shall provide necessary assistance to make the readings.

- F. Installed devices which are determined by the Engineer to have been damaged will not be used for the determination of subsidence for the area the devices represent in the pattern of approved installations. The subsidence of the area represented by that installation shall be considered zero, regardless of the subsidence measured at other installations.
- G. The volumes required as a result of subsidence will be computed by the average-end-area method from the original measurements and the final measurements, including zero subsidence at all points and for all areas as provided herein. It shall be understood and agreed that the subsidence at the point of intersection of the side slopes (and end slopes at structures) with the ground line as established by the original cross sections shall be considered as zero. Unless otherwise agreed to by the Engineer, the subsidence shall be considered as zero at the points on the cross sections 15 m beyond the beginning and ending of the instrumented area. The computed volumes for such subsidence will be added to the quantities of embankment measured as specified herein.
- H. Detachable elements of the subsidence-measuring devices which can be salvaged without damage to the work shall remain the property of the Contractor and shall be removed from the highway right of way after final measurements are made.

10-1.15 CONTROLLED LOW STRENGTH MATERIAL

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications and these special provisions.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for aluminum and aluminum-coated culverts nor for culverts having a diameter or span greater than 6.1 m.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 300 mm. This minimum may be reduced to 150 mm when the height of cover is less than or equal to 6.1 m or the pipe diameter or span is less than 1050 mm.

Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than 25 mm below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameter or 0.5 height for rigid culverts and 0.7 diameter or 0.7 height for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 345 kPa and 690 kPa for pipe culverts having a height of cover of 6.1 m or less and a minimum 28-day compressive strength of 690 kPa for pipe culverts having a height of cover greater than 6.1 m. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. When controlled low strength material is used as structure backfill for pipe culverts, the sections of pipe culvert in contact with the controlled low strength material shall conform to the requirements of Chapter 850 of the Highway Design Manual using the minimum resistivity, pH, chloride content, and sulfate content of the hardened controlled low strength material. Minimum resistivity and pH shall be determined in conformance with the requirements of California Test 643. The chloride content shall be determined in conformance with the requirements of California Test 422 and the sulfate content shall be determined in conformance with the requirements of California Test 417.
- C. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- D. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 76 mm prior to covering and opening to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: C 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

10-1.16 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.

Erosion control (Type D) work 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 during the period starting July 1 and ending January 1; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before July 1, the erosion control shall be applied as a last item of work.

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.

Seed

Seed shall consist of the following:

SEED		
Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Bromus carinatus (Native California Brome)	50	10
Clarkia bottae (Showy Farewell-to-Spring)	50	3
Eschscholzia californica (California Poppy)	50	4
Festuca rubra 'Molate' (California Native Red Fescue)	50	5

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 nonflammable and shall have an effective life of at least one year.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 2 separate applications in the following sequence:

- A. The following mixture in the proportions 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)
Fiber	600
Seed	25

- B. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	1400
Commercial Fertilizer	200
Stabilizing Emulsion (Solids)	120

- C. The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

10-1.17 IRRIGATION CROSSOVERS

Irrigation crossovers shall conform to the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications and these special provisions.

Conduits shall be placed in open trenches in conformance with the provisions in Section 20-5.03B, "Conduit for Irrigation Crossovers," of the Standard Specifications.

Conduits shall be corrugated high density polyethylene (CHDPE) pipe. Corrugated high density polyethylene pipe shall conform to the requirements in ASTM Designation: F 405 or F 667, or AASHTO Designation: M 252 or M 294 and shall be Type S. Couplings and fittings shall be as recommended by the pipe manufacturer.

Water line crossovers shall conform to the provisions in Section 20-5.03C, "Water Line Crossovers," of the Standard Specifications.

Sprinkler control crossovers shall conform to the provisions in Section 20-5.027D, "Sprinkler Control Crossovers," of the Standard Specifications.

Installation of pull boxes shall conform to the provisions in Section 20-5.027I, "Conductors, Electrical Conduit and Pull Boxes," of the Standard Specifications. When no conductors are installed in electrical conduits, pull boxes for irrigation crossovers shall be installed on a foundation of compacted soil.

10-1.18 AGGREGATE SUBBASE

Aggregate subbase shall be Class 4 and shall conform to the provisions in Section 25, "Aggregate Subbases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 4 aggregate subbase not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 4 aggregate subbase may include reclaimed glass. Aggregate subbase incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate subbase.

The percentage composition by mass of Class 4 aggregate subbase shall conform to the following grading requirements:

Sieve Sizes	Operating Range	Contract Compliance
75-mm	100	100
4.75-mm	35-100	30-100
75-µm	0-20	0-23

Class 4 aggregate subbase shall also conform to the following quality requirements:

Quality Requirements

Test	Operating Range	Contract Compliance
Sand Equivalent	21 Min.	18 Min.
Resistance (R-value)	-	60 Min.

The provisions of the last 4 paragraphs in Section 25-1.02A, "Class 1, Class 2, and Class 3 Aggregate Subbases," of the Standard Specifications shall apply to Class 4 aggregate subbase.

At the option of the Contractor, Class 1 aggregate subbase conforming to the grading and quality requirements in Section 25-1.02A, may be used in place of Class 4 aggregate subbase. The restriction that the amount of reclaimed material included in Class 4 aggregate subbase not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 4 aggregate subbase may include reclaimed glass. Aggregate subbase incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate subbase. Once a class of aggregate subbase is selected, the class shall not be changed without written approval of the Engineer.

Regardless of the class of aggregate subbase supplied under the provisions of this section, payment for all aggregate subbase will be made as Class 4 aggregate subbase.

10-1.19 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

10-1.20 ASPHALT CONCRETE

This work shall consist of furnishing and placing asphalt concrete in conformance with these special provisions.

Asphalt concrete shall be Type B and shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

The maximum size aggregate shall be 19-mm.

Prior to spreading asphalt concrete, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to the pavement to be surfaced and to contact surfaces of cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer. If paving asphalt is furnished, the paving asphalt shall be applied at a temperature of not less than 140°C or more than 175°C.

Asphalt concrete shall be spread and compacted in conformance with the following:

- A. Asphalt concrete shall be spread with a self-propelled spreader ready for compaction without further shaping.
- B. Compaction shall be performed with a steel-tired tandem roller weighing not less than 7.2 tonnes and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent displacement. The first coverage shall be completed before the temperature of the mixture drops below 120°C, unless a lower temperature is directed by the Engineer.
- C. The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Asphalt concrete to be placed in areas designated as miscellaneous areas may be spread in one layer to the required line, grade, and cross section and shall be compacted firmly.

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 overside drains and paved entrance taper.

Dikes shall be shaped and compacted with equipment that shapes and compacts the material to the required cross section.

Compensation for the work performed under this section "Asphalt Concrete," including the asphalt concrete, dikes, surfacing miscellaneous areas, and paint binder, shall conform to the provisions in Section 39-8.01, "Measurement," and Section 39-8.02, "Payment," of the Standard Specifications.

10-1.21 REPLACE ASPHALT CONCRETE SURFACING

This work shall consist of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete as shown on the plans and in conformance with these special provisions.

The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Engineer.

Existing asphalt concrete surfacing and underlying base material removed during a work period shall be replaced before the time the lane is to be opened to public traffic in conformance with the provisions in "Maintaining Traffic" of these special provisions.

The outline of the asphalt concrete to be removed shall be cut on neat lines with a power-driven saw to a minimum depth of 46 mm before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

Asphalt concrete shall conform to the provisions for asphalt concrete in "Asphalt Concrete" of these special provisions except for payment.

The quantity of replace asphalt concrete surfacing to be paid for will be measured by the cubic meter. The volume to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

The contract price paid per cubic meter for replace asphalt concrete surfacing shall include full compensation for furnishing all labor, materials (including asphalt concrete), tools, equipment, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

If the aggregates for the asphalt concrete did not meet the "Contract Compliance" requirements for Sand Equivalent or gradation and if the Contractor requests the material be accepted on the basis of a penalty, in conformance with the provisions in the Section 39-2.02, "Aggregate," of the Standard Specifications, and the Engineer approves the request, the penalty shall be \$4.58 per cubic meter.

10-1.22 CONCRETE PAVEMENT

Portland cement concrete pavement shall conform to the provisions in Section 40, "Portland Cement Concrete Pavement," of the Standard Specifications and these special provisions.

Tie bars shall be installed at longitudinal joints and transverse contact joints, as shown on the plans, except that when there are more than 2 longitudinal joints in the total width of pavement, tie bar installation shall be arranged, as determined by the Engineer, so that tie bars are not installed in more than 2 of 3 adjacent longitudinal joints. Tie bars shall be deformed reinforcing steel bars conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 300 or 400, ASTM Designation: A 616/A 616M, Grade 350 or 400, or ASTM Designation: A 706/A 706M and shall be epoxy coated as specified in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications.

The joint detail for transverse and longitudinal joints shown on the plans shall apply only to weakened plane joints. Weakened plane joints shall be constructed by sawing. In addition to sawing weakened plane joints, secondary saw cuts shall be made along the transverse and longitudinal weakened plane joints to the width and depth shown on the plans to accommodate the joint seal. The secondary saw cuts shall be made when the portland cement concrete pavement has cured a minimum of 3 days and the concrete has hardened sufficiently to prevent spalling and raveling during sawing operations and after grinding of pavement surface in the area of the joint has been completed. If grinding or grooving is required over or adjacent to a joint after silicone joint sealant has been placed, the joint materials shall be completely removed and replaced at the Contractor's expense.

In not less than 7 days after the placement of concrete pavement and not more than 4 hours before placing backer rods and joint sealant materials, the top 25 mm of the joint walls shall be cleaned by dry sand blasting and other means as necessary to completely remove from the joint objectionable material such as soil, asphalt, curing compound, paint, and rust. After cleaning the joint, traces of sand, dust, and loose material shall be removed from and near the joint by use of a vacuum device. Surface moisture shall be removed at the joints by means of compressed air or moderate hot compressed air or other means approved by the Engineer. Drying procedures that leave a residue or film on the joint wall shall not be used.

Backer rod shall be installed as shown on the plans and shall be an expanded, closed-cell polyethylene foam that is compatible with the joint sealant so that no bond or adverse reaction occurs between the rod and sealant. Backer rod shall be installed when the temperature of the portland concrete pavement is above the dew point of the air and when the air temperature is 4°C or above. Backer rod shall be installed when the joints to be sealed have been properly patched, cleaned,

and dried as determined by the Engineer. Methods of placing backer rod which leave a residue or film on the joint walls shall not be used.

Immediately after placement of the backer rod, low modulus silicone joint sealant shall be placed in the clean, dry, prepared joints as shown on the plans. The silicone sealant shall be applied by a mechanical device with a nozzle shaped to fit inside the joint to introduce the sealant from inside the joint. Adequate pressure shall be applied to the sealant to ensure that the sealant material is extruded evenly and that full continuous contact is made with the joint walls. After application of the sealant, the surface of the sealant shall be recessed as shown on the plans.

Failure of the joint material in either adhesion or cohesion will be cause for rejection of the joint. The finished surface of silicone joint sealant shall conform to the dimensions and allowable tolerances shown on the plans. Rejected joint material or joint material whose finished surface does not conform to the dimensions shown on the plans, as determined by the Engineer, shall be repaired or replaced, at the Contractor's expense, with joint material that conforms to the requirements.

Low modulus silicone joint sealant shall be furnished in a one part silicone formulation. Acid cure sealants shall not be used. The compound shall be compatible with the surface to which it is applied and shall conform to the following requirements:

Specification	Test Method	Requirement
Tensile stress, 150% elongation, 7-day cure at 25° ± 1°C and 45% to 55% R.H. ^e	ASTM D 412 (Die C)	310 kPa max.
Flow at 25° ± 1°C	ASTM C 639 ^a	shall not flow from channel
Extrusion Rate at 25° ± 1°C	ASTM C 603 ^b	75-250 gms/min.
Specific Gravity	ASTM D 792 Method A	1.01 to 1.51
Durometer Hardness, at -18°C, Shore A, cured 7 days at 25° ± 1°C	ASTM C 661	10 to 25
Ozone and Ultraviolet Resistance, after 5000 hours	ASTM C 793	No chalking, cracking or bond loss
Tack free at 25° ± 1°C and 45% to 55% R.H. ^e	ASTM C 679	less than 75 minutes
Elongation, 7 day cure at 25° ± 1°C and 45% to 55% R.H. ^e	ASTM D 412 (Die C)	500 percent min.
Set to Touch, at 25° ± 1°C and 45% to 55% R.H. ^e	ASTM D 1640	less than 75 minutes
Shelf Life, from date of shipment	—	6 months min.
Bond, to concrete mortar-concrete briquets, air cured 7 days at 25° ± 1°C	AASHTO T 132 ^c	345 kPa min.
Movement Capability and Adhesion, 100% extension at -18°C after, air cured 7 days at 25° ± 1°C, and followed by 7 days in water at 25° ± 1°C	ASTM C 719 ^d	No adhesive or cohesive failure after 5 cycles

Notes:

a ASTM C 639 Modified (15 percent slope channel A).

b ASTM C 603, through 3-mm opening at 345 kPa.

c Mold briquets in conformance with requirements in AASHTO Designation: T 132, sawed in half and bonded with a 1.5 mm maximum thickness of sealant and tested in conformance with requirements in AASHTO Designation: T 132. Briquets shall be dried to constant mass at 100 ± 5° C.

d Movement Capability and Adhesion: Prepare 305 mm x 25 mm x 75 mm concrete blocks in conformance with the requirements in ASTM Designation: C 719. A sawed face shall be used for bond surface. Seal 50 mm of block leaving 12.5 mm on each end of specimen unsealed. The depth of sealant shall be 9.5 mm and the width 12.5 mm.

e R.H. equals relative humidity.

The silicone joint sealant shall be formulated to cure rapidly enough to prevent flow after application on grades of up to 15 percent.

A Certificate of Compliance 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 shall be accompanied with a certified test report of the results of the required tests performed on the sealant material within the previous 12 months prior to proposed use. The certificate and accompanying test report shall be provided for each lot of silicone joint sealant prior to use on the project.

After each joint is sealed, surplus joint sealer on the pavement surface shall be removed. Public traffic will not be permitted over the sealed joints until the sealant is track free and set sufficiently to prevent embedment of roadway debris into the sealant.

Sealing longitudinal and transverse weakened plane joints in portland cement concrete pavement will be measured by the meter.

Full compensation for sealing pavement joints, including sawing and preparing the joints in the concrete pavement, furnishing and installing backer rod, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints shall be considered as included in the contract price paid per cubic meter for concrete pavement and no separate payment will be made therefor.

Full compensation for furnishing and placing epoxy-coated tie bars in portland cement concrete pavement shall be considered as included in the contract price paid per cubic meter for concrete pavement and no separate payment will be made therefor.

10-1.23 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

10-1.24 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 kg/m^3 , and need not be incised.

10-1.25 INSTALL BUS STOP AMENITIES

Bus stop amenities shall include a bicycle parking rack, two bicycle lockers, 2 benches and one bus shelter. Bus stop amenities shall be installed at the location shown on the plans or where designated by the Engineer in conformance with the manufacturer's instructions, as shown on the plans and as specified in these special provisions.

Install bus stop amenities will be paid for on a lump sum basis.

The contract lump sum price paid for install bus stop amenities shall include full compensation for furnishing all labor, materials (except State-furnished materials), tools, equipment, and incidentals, and for doing all the work involved in installing bus stop amenities, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.26 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 shall conform to the provisions in "Reinforced Concrete Pipe," elsewhere in these special provisions.

Corrugated steel pipe culverts shall conform to the provisions in "Corrugated Metal Pipe," elsewhere in these special provisions.

10-1.27 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 Outer Bedding shown on Standard Plan A62DA shall not be compacted prior to placement of the pipe.

10-1.28 CORRUGATED METAL PIPE

Corrugated steel pipe culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

10-1.29 OVERSIDE DRAIN

Alternative entrance tapers, slip joints, metal pipe downdrain anchor assemblies, and alternative pipe downdrains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications and these special provisions.

Steel entrance tapers and pipe downdrains shall be fabricated from zinc-coated steel sheet.

Plastic pipe for overside drains shall be Type S corrugated high density polyethylene or ribbed polyvinyl chloride pipe conforming to the provisions in Section 64, "Plastic Pipe," of the Standard Specification.

Plastic pipe joints shall conform to the provisions in Section 61-1.02, "Performance Requirements for Culvert and Drainage Pipe Joints," of the Standard Specifications for downdrain joints, except that the alternatives selected for plastic pipe joint restrainer assemblies shown on the plans shall serve in lieu of the tensile strength requirements. The joint overlap requirements for integral joints shall conform to the requirements for positive joints.

Plastic pipe joint restrainer assembly, Alternative A, when used shall be installed immediately below the pipe bell.

Polyvinyl chloride pipe shall not be used unless the overside drain is covered for the entire length of the overside drain.

Plastic pipe overside drains shall be installed with the bell end of the pipe facing uphill.

10-1.30 MISCELLANEOUS FACILITIES

Alternative flare end section shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

10-1.31 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

10-1.32 MISCELLANEOUS CONCRETE CONSTRUCTION

Minor concrete (miscellaneous construction) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

Curb ramp detectable warning surface shall conform to the details shown on the plans and shall not be constructed or installed on curb ramps with a slope that exceeds 6.67 percent. The finished surfaces of the detectable warning surface shall be free from blemishes.

Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps. Detectable warning surface, at the option of the Contractor, shall be either cast-in-place or stamped into the surface of the curb ramp, or shall be a prefabricated surface installed on the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard No. 595B, Color No. 33538. Detectable warning surface, either cast-in-place or stamped into the surface of the curb ramp, shall be painted yellow in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications.

Prior to constructing curb ramps with a cast-in-place or stamped detectable warning surface, a test panel shall be constructed on the project site and shall be of a size not less than 600 mm by 600 mm. The test panel shall be constructed, finished and cured with the same materials, tools, equipment, and methods to be used in constructing the proposed permanent work. Additional test panels shall be constructed as necessary until a panel is produced which demonstrates, to the satisfaction of the Engineer, the ability of the selected procedure to produce a detectable warning surface that meets all of the specified requirements.

Full compensation for constructing or installing a curb ramp detectable warning surface shall be considered as included in the contract price paid per cubic meter for minor concrete (miscellaneous construction) and no separate payment will be made therefor.

10-1.33 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.34 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

Painted traffic stripes and pavement markings for parking stalls shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Approved Traffic Products" of these special provisions, may be placed instead of the painted traffic stripes and pavement markings specified herein, except that 3M, "Stamark" Series A320 Bisymmetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of painted traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as paint traffic stripe and by the square meter as paint pavement marking of the number of coats designated in the Engineer's Estimate.

SECTION 10-2 HIGHWAY PLANTING AND IRRIGATION SYSTEMS

10-2.01 GENERALThe work performed in connection with highway planting and irrigation systems shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and these special provisions.

COST BREAK-DOWN

The Contractor shall furnish the Engineer a cost break-down for the contract lump sum items of highway planting and irrigation system.

Cost break-downs shall be completed and furnished in the format shown in the samples of the cost break-downs included in this section. Unit descriptions of work shown in the samples are the minimum to be submitted. Additional unit descriptions of work may be designated by the Contractor. If the Contractor elects to designate additional unit descriptions of work, the quantity, value and amount for those units shall be completed in the same manner as for the unit descriptions shown in the samples. The units and quantities given in the samples are to show the manner of preparing the cost break-downs to be furnished by the Contractor.

The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and their values shall be included in the cost break-downs submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

No adjustment in compensation will be made in the contract lump sum prices paid for highway planting and irrigation system due to differences between the quantities shown in the cost break-downs furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in each cost break-down for highway planting and irrigation system work shall be equal to the contract lump sum price bid for the work. Overhead and profit shall be included in each individual unit listed in each cost break-down. Cost break-downs shall be submitted to the Engineer for approval within 15 working days after the contract has been approved. Cost break-downs shall be approved, in writing, by the Engineer before a partial payment for the items of highway planting and irrigation system will be made.

Approved cost break-downs will be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of highway planting and irrigation system due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, 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.

HIGHWAY PLANTING COST BREAK-DOWN

Contract No. 05-3454A4

UNIT DESCRIPTION	UNIT	APPROXIMATE QUANTITY	VALUE	AMOUNT
ROADSIDE CLEARING	LS	LUMP SUM		
MULCH	M3	90		
PLANT (GROUP A)	EA	104		
PLANT (GROUP U)	EA	16		
COMMERCIAL FERTILIZER (TABLET)	TAB	140		
APPLY PREEMERGENT	LS	LUMP SUM		

TOTAL _____

IRRIGATION SYSTEM COST BREAK-DOWN

Contract No. 05-3454A4

UNIT DESCRIPTION	UNIT	APPROXIMATE QUANTITY	VALUE	AMOUNT
CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM		
6 STATION IRRIGATION CONTROLLER	EA	1		
CONTROLLER ENCLOSURE CABINET	EA	1		
40 mm BACKFLOW PREVENTER ASSEMBLY	EA	1		
32 mm REMOTE CONTROL VALVE	EA	2		
40 mm REMOTE CONTROL VALVE	EA	1		
20 mm PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	285		
25 mm PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	50		
32 mm PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	25		
40 mm PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	35		
40 mm GALVANIZED STEEL PIPE	M	15		
SPRINKLER (TYPE C-2)	EA	121		

TOTAL _____

10-2.02 HIGHWAY PLANTING

The work performed in connection with highway planting shall conform to the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

HIGHWAY PLANTING MATERIALS

Mulch

Mulch shall consist of either wood chips or tree bark or a combination of both.

Commercial Fertilizer

Commercial fertilizer (tablet) shall be slow release and shall be in tablet form. Each tablet, as shown in the Plant List of the plans, shall have a mass of 21 g ± 1 g, and shall have the following guaranteed chemical analysis:

Ingredient	Percentage
Nitrogen	20
Phosphoric Acid	10
Water Soluble Potash	5

At the option of the Contractor, two 10.5-g tablets may be used in place of each 21-g tablet designated on the plans or specified in these special provisions. Regardless of the tablet size used, each tablet shall be the slow release type and shall have the same guaranteed chemical analysis as specified for the 21-g tablets. Each 10.5-g tablet shall have a mass of 10.5 g ± 0.5-g.

ROADSIDE CLEARING

Prior to preparing planting areas, or commencing irrigation trenching operations for planting areas, trash and debris shall be removed from these areas and a distance of 3 m beyond the edges of those areas. At locations where proposed planting areas are 3.6 m or more from the edges of dikes, curbs, sidewalks, fences, walls, paved shoulders and existing planting to remain or to be maintained, the clearing limit shall be 2 m beyond the outer limits of the proposed planting area.

In addition to removing trash and debris, the project area shall be cleared as specified herein:

- A. Weeds shall be killed and removed within proposed mulch areas and within the area extending beyond the outer limits of the proposed mulch areas to the adjacent edges of shoulders, dikes and curbs. At those locations where proposed mulch areas are 3.6 m or more from the adjacent edges of shoulders, dikes, curbs, and fences, the clearing limit shall be 2 m beyond the outer limits of the proposed mulch areas.
- B. Weeds shall be killed and removed within an area 2 m in diameter centered at each plant location where the plants are to be planted more than 4.6 m apart and are located outside of mulch areas.
- C. Weeds outside of mulched areas, plant basins, and ground cover shall be controlled by mowing. Limits of mowing shall extend from the weeds to be killed areas out to the limits of Roadside Clearing as shown on plans.
- D. Disposal of weeds killed during the initial roadside clearing will not be required, unless otherwise directed by the Engineer. When directed by the Engineer, killed weeds shall be disposed of and the disposal will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

After the initial roadside clearing is complete, additional roadside clearing work shall be performed as necessary to maintain the areas, as specified above, in a neat appearance until the start of the plant establishment period. This work shall include the following:

- A. Trash and debris shall be removed.
- B. Rodents shall be controlled.
- C. Weed growth shall be killed before the weeds reach the seed stage of growth or exceed 150 mm in length.
- D. Weeds in plant basins, including basin walls, shall be removed by hand pulling, after the plants have been planted.
- E. Areas outside the areas specified to be cleared of weeds shall be mowed.

Weed Control

Weed control shall also conform to the following:

- A. Removed weeds shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

- B. Disposal of mowed material and killed weeds after initial roadside clearing will not be required, unless otherwise directed by the Engineer. When directed by the Engineer, mowed material and killed weeds shall be disposed of and the disposal will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Roadside clearing work shall not include work required to be performed as clearing and grubbing as specified in Section 16, "Clearing and Grubbing," of the Standard Specifications.

PESTICIDES

Pesticides used to control weeds shall conform to the provisions in Section 20-4.026, "Pesticides," of the Standard Specifications. Except as otherwise provided in these special provisions, pesticide use shall be limited to the following materials:

Cacodylic Acid
Dichlobenil (Preemergent)
Fluazifop-butyl
Glyphosate
Isoxaben (Preemergent)
Sethoxydim
Oxadiazon - 50 percent WP (Preemergent)
Oryzalin (Preemergent)
Pendimethalin (Preemergent)
Prodiamine (Preemergent)
Trifluralin (Preemergent)
Napropamide (Preemergent)

Granular forms of Oxadiazon or Dichlobenil shall be applied in areas to be covered with mulch.

Preemergents shall be applied prior to the application of mulch. Once the preemergent is applied to the mulch areas, mulch applications shall be completed in that area on the same working day.

Glyphosate shall be used to kill stolon type weeds.

Oxadiazon shall be of the emulsifiable concentration or wettable powder type, except when Oxadiazon is used under mulch in conformance with these special provisions.

A minimum of 100 days shall elapse between applications of preemergents.

Preemergents shall not be applied within 450 mm of plants.

If the Contractor elects to request the use of other pesticides on this project, the request shall be submitted, in writing, to the Engineer not less than 10 working days prior to the intended use of the other pesticides. Except for the pesticides listed in these special provisions, no pesticides shall be used or applied without prior written approval of the Engineer.

Pesticides shall not be applied within the limits of the plant basins. Pesticides shall not be applied in a manner that allows the pesticides to come in contact with the foliage and woody parts of the plants.

PLANTING

Commercial fertilizer shall be applied or placed at the time of planting and at the rates shown on the plans.

A granular preemergent shall be applied to areas to be covered with mulch outside of plant basins in conformance with the provisions in "Pesticides" of these special provisions.

Mulch placed in areas outside of plant basins shall be spread to a depth of not less than 150 mm.

Mulch shall not be placed within one meter of the center line of earthen drainage ditches, within one meter of the edge of paved ditches, and within one meter of the center line of drainage flow lines.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions regarding functional tests of the irrigation systems. Planting shall not be performed in an area until the functional test has been completed for the irrigation system serving that area.

PLANT ESTABLISHMENT WORK

The plant establishment period shall be Type 2 and shall be not less than 500 working days.

Attention is directed to "Relief From Maintenance and Responsibility" in these special provisions regarding relief from maintenance and protection.

One application of commercial fertilizer (slow release) shall be applied to trees and shrubs when directed by the Engineer. Commercial fertilizer shall be applied at the rates shown on the plans and shall be spread with a mechanical spreader wherever possible.

Weeds within plant basins, including basin walls, shall be controlled by hand pulling.

Weeds within mulched areas, but outside of plant basins, shall be controlled by killing.

Weeds outside of mulched areas, plant basins, the median, and paved areas shall be controlled by mowing. *Pistacia chinensis* shall be pruned, as directed by the Engineer, to encourage high head development.

Except as specified in these special provisions, disposal of mowed material will not be required unless ordered by the Engineer. Disposal of mowed material, as directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

At the option of the Contractor, plants of a larger container size than those originally specified may be used for replacement plants during the first 125 working days of the plant establishment period. The use of plants of a larger container size than those originally specified for replacement plants shall be at the Contractor's expense.

After 125 working days of the plant establishment period have been completed, replacement of plants, shall be No. 5 size for No. one size plants; and other plant replacement plants shall be the same size as originally specified.

The final inspection shall be performed in conformance with the provisions in Section 5-1.13, "Final Inspection," of the Standard Specifications and shall be completed a minimum of 20 working days before the estimated completion of the contract.

Full compensation for pruning and disposing of trimmed material during the plant establishment period shall be considered as included in the contract lump sum price paid for plant establishment work and no additional compensation will be allowed therefor.

10-2.03 IRRIGATION SYSTEMS

Irrigation systems shall be furnished and installed in conformance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications, except materials containing asbestos fibers shall not be used.

Attention is directed to the provisions in "Obstructions" of these special provisions, regarding work over or adjacent to existing underground facilities. Excavation for proposed irrigation facilities shall not be started until the existing underground facilities have been located.

Pipe supply lines shall be pressure tested in conformance with the provisions in Section 20-5.03H, "Pressure Testing," of the Standard Specifications, except the pipe (supply line) on the discharge side of the control valve shall be tested by Method B as specified in Section 20-5.03H(2), "Method B," of the Standard Specifications.

VALVE BOXES

Valve boxes shall conform to the provisions in Section 20-2.24, "Valve Boxes," of the Standard Specifications, except as otherwise provided herein.

Valve boxes shall be fiberglass or reinforced plastic.

Covers for plastic valve boxes shall be glass fiber reinforced plastic or plastic. Covers shall be hinged and include a bolt to secure the cover to the box.

Valve boxes shall be identified on the top surface of the covers by labels containing the appropriate abbreviation for the irrigation facility contained in the valve box as shown on the plans. Valve boxes that contain remote control valves shall be identified by the appropriate letters and numbers (controller and station numbers). Labels for valve boxes shall conform to the provisions in Section 20-5.03F, "Valves and Valve Boxes," of the Standard Specifications.

Label material shall be polyurethane.

ELECTRIC AUTOMATIC IRRIGATION COMPONENTS

Irrigation Controllers

Irrigation controllers shall be single, solid-state independent controllers conforming to the following:

- A. Irrigation controllers shall be fully automatic and shall operate a complete 14-day or longer irrigation program.
- B. A switch or switches shall be provided on the face of the control panel that will turn the irrigation controller "on" or "off" and provide for automatic or manual operation. Manual operation shall allow cycle start at the desired station and shall allow activation of a single station.
- C. The watering time of each station shall be displayed on the face of the control panel.
- D. The irrigation controller and the low voltage output source shall be protected by fuses or circuit breakers.
- E. The irrigation controller mechanism, panel and circuit board shall be connected to the low voltage control and neutral conductors by means of plug and receptacle connectors located in the irrigation controller enclosure.
- F. Each station shall have a variable or incremental timing adjustment with a range of 1440 minutes to a minimum of one minute.
- G. Irrigation controllers shall be capable of a minimum of 2 program schedules.
- H. Irrigation controllers shall have an output that can energize a pump start circuit or a remote control valve (master).

- I. Irrigation controllers shall be manufactured by the same company.
- J. Where direct burial conductors are to be connected to the terminals strip, the conductors shall be connected with the proper size open-end crimp-on wire terminals. No exposed wire shall extend beyond the crimp of the terminal and the wires shall be parallel on the terminal strip.

Attention is directed to the provisions in Section 10-3, "Signals, Lighting and Electrical Systems," of these special provisions, regarding electrical power for irrigation controllers and irrigation controller enclosure cabinets.

Electric Remote Control Valves

Electric remote control valves shall conform to the provisions in Section 20-2.23, "Control Valves," of the Standard Specifications and the following:

- A. Valves shall be glass filled nylon.
- B. Valves shall be straight pattern (side inlet) as shown on the plans.

Pull Boxes

Pull box installations shall conform to the provisions in Section 20-5.027I, "Conductors, Electrical Conduits and Pull Boxes," of the Standard Specifications.

Conductors

Low voltage, as used in this section "Conductors," shall mean 36 V or less.

Low voltage control and neutral conductors in pull boxes and valve boxes, at irrigation controller terminals, and at splices shall be marked as follows:

- A. Conductor terminations and splices shall be marked with adhesive backed paper markers or adhesive cloth wrap-around markers, with clear, heat-shrinkable sleeves sealed over the markers.
- B. Non-spliced conductors in pull boxes and valve boxes shall be marked with clip-on, "C" shaped, white extruded polyvinyl chloride sleeves. Marker sleeves shall have black, indented legends of uniform depth with transparent overlays over the legends and "chevron" cuts for alignment of 2 or more sleeves.

Markers for the control conductors shall be identified with the appropriate number or letter designations of irrigation controllers and station numbers. Markers for neutral conductors shall be identified with the appropriate number or letter designations of the irrigation controllers.

The color of low voltage neutral and control conductor insulation, except for the striped portions, shall be homogeneous throughout the entire thickness of the insulation.

Insulation for conductors may be UL listed polyethylene conforming to UL44 test standards with a minimum insulation thickness of 1.05 mm for wire sizes 10AWG and smaller.

IRRIGATION SYSTEMS FUNCTIONAL TEST

Functional tests for the irrigation controllers and associated automatic irrigation systems shall conform to the provisions in Section 20-5.027J, "Testing," of the Standard Specifications and these special provisions.

Tests shall demonstrate to the Engineer, through one complete cycle of the irrigation controllers in the automatic mode, that the associated automatic components of the irrigation systems operate properly. If automatic components of the irrigation systems fail a functional test, these components shall be repaired at the Contractor's expense and the testing repeated until satisfactory operation is obtained.

Associated automatic components shall include, but not be limited to, -remote control valves.

Upon completion of work on an irrigation system, including correction of deficiencies and satisfactory functional tests for the systems involved, the plants to be planted in the area watered by the irrigation system may be planted provided the planting areas have been prepared as specified in these special provisions.

PIPE

Steel Pipe

Galvanized steel pipe supply lines installed between water meters and backflow preventer assemblies shall be installed not less than 450 mm below finished grade, measured to the top of the pipe.

Plastic Pipe

Plastic pipe supply lines shall be polyvinyl chloride (PVC) 1120 or 1220 pressure rated pipe with the minimum pressure rating (PR) shown on the plans.

Plastic pipe supply lines less than 75 mm in diameter shall have solvent cemented type joints. Primers shall be used on the solvent cemented type joints.

Plastic pipe supply lines downstream from the remote control valves for Type C-2 sprinklers shall have a minimum cover of 150 mm.

A nonhardening joint compound shall be used in place of the pipe thread sealant tape conforming to the provisions in Section 20-5.03E, "Pipe," of the Standard Specifications. Joint compounds shall be applied in conformance with the manufacturer's recommendations.

Fittings for plastic pipe supply lines with a pressure rating (PR) of 315 shall be Schedule 80.

WATER METER

Water meters for the irrigation systems will be furnished and installed by the serving utility at the locations shown on the plans.

The Templeton Community Services District has established a fee of \$3642.00 for furnishing and installing a water meter. If, at the time of installation, this fee has been changed, the State will take a credit for the reduction in the fee, or the State will pay the difference for the increase in the fee. The credit or payment will be taken or paid on the first monthly progress payment made after the meter is installed. The Contractor shall furnish the Engineer with a copy of the invoice for the installation fee.

Attention is directed to Section 20-4.06, "Watering," of the Standard Specifications. The Contractor shall make the arrangements for furnishing and applying water until the water meters have been installed by the serving utility.

The quantity of water meters will be measured by the unit as determined from actual count in place.

The contract unit price paid for water meter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing water meters, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SPRINKLERS

Sprinklers shall conform to the type, pattern, material, and operating characteristics listed in the "Sprinkler Schedule" shown on the plans.

Flexible risers shall be ultraviolet (UV) resistant, brown in color and shall conform to the details shown on the plans.

FINAL IRRIGATION SYSTEM CHECK

A final check of existing and new irrigation facilities shall be performed not more than 20 working days prior to acceptance of the contract.

The length of watering cycles using potable water measured by water meters for the final check of irrigation facilities will be determined by the Engineer.

Remote control valves connected to new irrigation controllers shall be checked for automatic performance when the controllers are in automatic mode.

Unsatisfactory performance of irrigation facilities installed or modified by the Contractor shall be repaired and rechecked at the Contractor's expense until satisfactory performance is obtained, as determined by the Engineer.

Repair or replacement of existing irrigation facilities due to unsatisfactory performance shall conform to the provisions in "Existing Highway Irrigation Facilities" of these special provisions.

Nothing in this section "Final Irrigation System Check" shall relieve the Contractor of full responsibility for making good or repairing defective work or materials found before the formal written acceptance of the entire contract by the Director.

Full compensation for checking the irrigation systems prior to the acceptance of the contract shall be considered as included in the contract lump sum price paid for plant establishment work and no additional compensation will be allowed therefor.

SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Lighting (parking lot) and electric service (irrigation) shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

10-3.03 CONDUIT

Conduit to be installed underground shall be Type 3 unless otherwise specified. .

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

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 be placed in the bottom of pull boxes.

10-3.05 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

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 SERVICE

Continuous welding of exterior seams in service equipment enclosures is not required.

Type III service equipment enclosures shall be the aluminum type.

ELECTRIC SERVICE (IRRIGATION)

Electric service (irrigation) shall be from the service points to the irrigation controllers (IC) and to the spaces provided in the irrigation controller enclosure cabinets (CEC) for irrigation controllers as shown on the plans.

Electrical Service (Irrigation) and Service disconnects in service equipment enclosures shall be as shown on the plans.

The inscription on all nameplates shall be the identifying letter designation used on the plans and in these special provisions, or shall be as directed by the Engineer.

Electric service (irrigation) will be paid for on a lump sum basis.

The contract lump sum price paid for electric service (irrigation) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing electric service (irrigation) for irrigation controllers, complete in place, including conductors, conduit and pull boxes to the pull box adjacent to irrigation controller enclosure cabinets and irrigation controllers, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-3.07 NUMBERING ELECTRICAL EQUIPMENT

The numbers and edge sealer shall be placed on the equipment where designated by the Engineer.

Reflective numbers shall be applied to a clean surface. Only the edges of the numbers shall be treated with edge sealer.

Where shown on the plans, 5-digit, self-adhesive equipment numbers shall be placed for all electroliers. On electroliers, the numbers shall be placed as shown on the plans.

10-3.08 IRRIGATION CONTROLLER ENCLOSURE CABINET

Irrigation controller enclosure cabinets (CEC) shall be constructed and the equipment within the cabinets shall be installed in conformance with the details shown on the plans, the provisions in the Standard Specifications, and these special provisions.

Irrigation controller enclosure cabinets shall be of metal construction conforming to the details for empty Type P signal cabinets shown on Standard Plans ES-3A and ES-3C, except that the fluorescent interior light, police panels, and shelves shall not be provided, unless otherwise shown on the plans. Cabinets shall be provided with cross ventilation, roof ventilation or a combination of both. The anchorage arrangement shall be inside the cabinet as shown on the plans. Dimensions of the cabinet shall be suitable for the equipment to be installed as shown on the plans and specified in these special provisions.

Irrigation controller enclosure cabinets shall be fabricated in conformance with the provisions in Section 86-3.04A, "Cabinet Construction," of the Standard Specifications.

Irrigation controller enclosure cabinets shall be fabricated of stainless steel.

Irrigation controller enclosure cabinet doors shall not be furnished with integral door locks. Irrigation controller enclosure cabinet door handles shall have provisions for padlocking in the latched position. Padlocks will be State-furnished as provided under "Materials" of these special provisions.

The plywood mounting panel shall be 19-mm exterior AC grade veneer plywood. The panel shall be painted with one application of an exterior, latex based, wood primer and 2 applications of an exterior, vinyl acrylic enamel, white in color. The plywood panel shall be painted on all sides and edges prior to installation of the panel in the cabinet and equipment on the panel.

Inside of the doors shall have provisions for storage of the irrigation plans.

Duplex convenience receptacles shall have ground-fault circuit interruption as defined by the Code. Circuit interruption shall occur on 6 mA of ground-fault current and shall not occur on less than 4 mA. Receptacles shall be installed in a weatherproof housing with rainproof lift covers.

Equipment, except for field wiring, shall be installed in the cabinet in a shop prior to field installation.

10-3.09 LUMINAIRES

Ballasts shall be the lag or lead regulator type.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2) Marketing and sales _____

(3) Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more 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)

Contract No. <Dist>-<Contract_No>

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA: Non-SMSA Counties CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	6.8
175	Eureka, CA Non-SMSA Counties CA Del Norte; CA Humboldt; CA Trinity.	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey. 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo. 7400 San Jose, CA CA Santa Clara. 7485 Santa Cruz, CA. CA Santa Cruz. 7500 Santa Rosa, CA CA Sonoma. 8720 Vallejo-Fairfield- Napa, CA CA Napa; CA Solano Non-SMSA Counties CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo. Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus. 8120 Stockton, CA CA San Joaquin. Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	12.3 24.3 19.8

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	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.