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

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

AND

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

MONTEREY COUNTY IN AND NEAR SALINAS FROM 0.6 KM SOUTH OF RESERVATION ROAD UNDERCROSSING TO WORK STREET

DISTRICT 05, ROUTE 68

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

CONTRACT NO. 05-491504

05-Mon-68-R26.9/35.2

Federal Aid Project

ACSTP-P068(017)E

Bids Open: August 10, 2004
Dated: July 6, 2004

****

IMPORTANT SPECIAL NOTICES

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

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

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

- Attention is directed to "Exclusion of Retention" of these special provisions.

- Attention is directed to "Unsatisfactory Progress" of these special provisions.

- The specifications for this project include Quality Control/Quality Assurance provisions for the contract item "Asphalt Concrete" in the Special Provisions. Asphalt concrete shall conform to the provisions in Section 11-1, "Quality Control/Quality Assurance," and the section entitled "Asphalt Concrete" in Section 10-1, "General," of the Special Provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply to Type A and Type B asphalt concrete.

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STANDARD PLANS LIST

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

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A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20C	Pavement Markers and Traffic Lines, Typical Details
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A77H	Metal Beam Guard Railing - Anchor Cable and Anchor Plate Details
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ES-2C	Signal, Lighting and Electrical Systems - Service Equipment Notes, Type III Series
ES-2D	Signal, Lighting and Electrical Systems - Service Equipment and Typical Wiring Diagram Type III-A Series
ES-2F	Signal, Lighting and Electrical Systems - Service Equipment and Typical Wiring Diagram Type III-C Series
ES-3B	Signal, Lighting and Electrical Systems - Controller Cabinet Details
ES-3C	Signal, Lighting and Electrical Systems - Controller Cabinet Details
ES-4A	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-4B	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
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DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 05-491504

05-Mon-68-R26.9/35.2

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY IN AND NEAR SALINAS FROM 0.6 KM SOUTH OF RESERVATION ROAD UNDERCROSSING TO WORK STREET

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 August 10, 2004, at which time they will be publicly opened and read in Room 0100 at the same address.

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

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY IN AND NEAR SALINAS FROM 0.6 KM SOUTH OF RESERVATION ROAD UNDERCROSSING TO WORK STREET

General work description: Rehabilitate highway with asphalt concrete and aggregate base.

This project has a goal of 14 percent disadvantaged business enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

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

Bids are required for the entire work described herein.

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

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

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

The Caltrans Central Region Construction Office is located at 855 M Street, Suite 200, Fresno, CA 93721. The District Duty Senior for this project can be reached at (805) 549-3116, or by fax at (805) 549-3523. The Department will consider bidder inquiries only when a completed "Bidder Inquiry" form is submitted. The "Bidder Inquiry" form is available on the Internet at:

http://www.dot.ca.gov/dist6/construction

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

http://www.dot.ca.gov/dist6/construction

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

Cross sections for this project are available at the office of the District Director of Transportation of the district in which the work is situated in paper copy format.

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

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' internet web site at: http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at http://hqidoc1.dot.ca.gov/. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated July 6, 2004

RMY

COPY OF ENGINEER'S ESTIMATE

(NOT TO BE USED FOR BIDDING PURPOSES)

05-491504

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
2	070018	TIME-RELATED OVERHEAD	WDAY	270
3	071325	TEMPORARY FENCE (TYPE ESA)	M	600
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
5	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
6	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	5
7	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2
8 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
9 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
10 (S)	120120	TYPE III BARRICADE	EA	320
11 (S)	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	160
12 (S)	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	3320
13 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	2300
14 (S)	120300	TEMPORARY PAVEMENT MARKER	EA	930
15 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM
16	150206	ABANDON CULVERT	EA	1
17 (S)	150662	REMOVE METAL BEAM GUARD RAILING	M	180
18 (S)	150704	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	1300
19 (S)	150705	REMOVE YELLOW THERMOPLASTIC PAVEMENT MARKING	M2	160
20 (S)	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	1800

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
21 (S)	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	M2	91
22	150771	REMOVE ASPHALT CONCRETE DIKE	M	2120
23	150806	REMOVE PIPE	M	460
24	150820	REMOVE INLET	EA	55
25	152322	RESET ROADSIDE SIGN (WOOD POST)	EA	11
26	152324	RESET ROADSIDE SIGN (METAL POST)	EA	50
27	152391	RELOCATE ROADSIDE SIGN (METAL POST)	EA	3
28	152392	RELOCATE ROADSIDE SIGN (WOOD POST)	EA	4
29	152402	ADJUST WATER VALVE COVER TO GRADE	EA	13
30	033136	ADJUST INLET TO GRADE	EA	5
31	152438	ADJUST FRAME AND COVER TO GRADE	EA	70
32	152440	ADJUST MANHOLE TO GRADE	EA	7
33 (S)	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	M2	97 800
34	153210	REMOVE CONCRETE	M3	3420
35	160101	CLEARING AND GRUBBING	LS	LUMP SUM
36 (S)	160120	REMOVE TREE	EA	38
37	190101	ROADWAY EXCAVATION	M3	5880
38	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM
39 (S)	033137	GRAVEL MULCH (75 MM THICK)	M3	21
40 (S)	200052	PRUNE EXISTING PLANTS	EA	110

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
41 (S)	033138	ROOT PRUNE EXISTING PLANTS	EA	110
42 (S)	203003	STRAW (EROSION CONTROL)	TONN	0.5
43 (S)	203014	FIBER (EROSION CONTROL)	KG	1200
44 (S)	203024	COMPOST (EROSION CONTROL)	M3	4.8
45 (S)	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	2
46 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	48
47 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	180
48 (S)	204096	MAINTAIN EXISTING PLANTED AREAS	LS	LUMP SUM
49 (S)	033139	ROOT BARRIER (300 MM DEEP)	M	220
50 (S)	033140	ROOT BARRIER (450 MM DEEP)	M	220
51	260201	CLASS 2 AGGREGATE BASE	M3	13 900
52	390152	ASPHALT CONCRETE	TONN	63 800
53	391031	PAVING ASPHALT (BINDER-PAVEMENT REINFORCING FABRIC)	TONN	94
54	393001	PAVEMENT REINFORCING FABRIC	M2	81 300
55	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	9
56	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	1780
57	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	M	100
58	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	M	2500
59	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	M	780
60	397001	ASPHALTIC EMULSION (PAINT BINDER)	TONN	180

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
61 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	78
62 (F)	510526	MINOR CONCRETE (BACKFILL)	M3	50
63	566011	ROADSIDE SIGN - ONE POST	EA	30
64	568017	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	8
65	033141	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST (LAMINATED WOOD-BOX POST)	EA	7
66	650069	450 MM REINFORCED CONCRETE PIPE	M	890
67	650075	600 MM REINFORCED CONCRETE PIPE	M	210
68	690160	300 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.01 MM THICK)	M	40
69	692001	ENTRANCE TAPER	EA	7
70	692301	ANCHOR ASSEMBLY	EA	7
71	705222	450 MM CONCRETE FLARED END SECTION	EA	3
72	719300	MANHOLE	EA	13
73	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	3410
74 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	7582
75	820107	DELINEATOR (CLASS 1)	EA	96
76	820118	GUARD RAILING DELINEATOR	EA	51
77	820151	OBJECT MARKER (TYPE L-1)	EA	8
78 (S)	832002	METAL BEAM GUARD RAILING (STEEL POST)	M	960
79	033142	BOLLARD	EA	21
80 (S)	839553	END SECTION	EA	12

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
81 (S)	839559	TERMINAL SYSTEM (TYPE ET)	EA	1
82 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6
83 (S)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	7
84 (S)	839591	CRASH CUSHION, SAND FILLED	EA	6
85 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	1340
86 (S)	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	48 000
87 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	3100
88 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	3870
89 (S)	860930	TRAFFIC MONITORING STATION	LS	LUMP SUM
90 (S)	861491	MODIFY SIGNAL (LOCATION 1)	LS	LUMP SUM
91 (S)	033143	MODIFY SIGNAL (LOCATION 7)	LS	LUMP SUM
92 (S)	861492	MODIFY SIGNAL (LOCATION 2)	LS	LUMP SUM
93 (S)	033144	MODIFY SIGNAL (LOCATION 8)	LS	LUMP SUM
94 (S)	861493	MODIFY SIGNAL (LOCATION 3)	LS	LUMP SUM
95 (S)	033145	MODIFY SIGNAL (LOCATION 9)	LS	LUMP SUM
96 (S)	861494	MODIFY SIGNAL (LOCATION 4)	LS	LUMP SUM
97 (S)	861495	MODIFY SIGNAL (LOCATION 5)	LS	LUMP SUM
98 (S)	861496	MODIFY SIGNAL (LOCATION 6)	LS	LUMP SUM
99 (S)	861497	MODIFY SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM
100 (S)	861498	MODIFY SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
101 (S)	861499	MODIFY SIGNAL AND LIGHTING (LOCATION 3)	LS	LUMP SUM
102 (S)	861500	MODIFY SIGNAL AND LIGHTING (LOCATION 4)	LS	LUMP SUM
103 (S)	861503	MODIFY LIGHTING	LS	LUMP SUM
104 (S)	861505	MODIFY SIGNAL AND LIGHTING (LOCATION 5)	LS	LUMP SUM
105	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 05-491504

SECTION 1. SPECIFICATIONS AND PLANS

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

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

AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS

UPDATED March 25, 2004

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

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

Issue Date: June 19, 2003

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

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

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

known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

- Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.
- When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.
- In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."
- When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.
- When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.
- When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.
- The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.
- No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

SECTION 5: CONTROL OF WORK

Issue Date: December 31, 2001

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

5-1.02A Excavation Safety Plans

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: February 10, 2004

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

9-1.04 NOTICE OF POTENTIAL CLAIM

• It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken.

• Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 4-1.03, "Changes," Section 5-1.116, "Differing Site Conditions," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," and Section 8-1.10, "Utility and Non-Highway Facilities."

• For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

• The exclusive identification number for each dispute shall be used on the following corresponding documents:

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

• The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.

• Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

• Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:

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

• The information provided in items A and B above shall provide the Contractor's complete reasoning for additional compensation or adjustments.

• The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items C and D above as soon as the change is recognized and submit this information to the Engineer.

• Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

A. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.

B. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.

C. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

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

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

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

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

- The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.
- Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items A to E above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.
- The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.
- Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or retentions, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the weekly statement of working days as provided in Section 8-1.06, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.
- Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.
- Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

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

9-1.07B Final Payment and Claims

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

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

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

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

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

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

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

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

• The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

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

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

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

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

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

of review shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

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

SECTION 19: EARTHWORK

Issue Date: December 31, 2001

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

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

SECTION 42: GROOVE AND GRIND PAVEMENT

Issue Date: December 31, 2001

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

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

SECTION 49: PILING

Issue Date: March 25, 2004

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

49-1.08 PILE DRIVING ACCEPTANCE CRITERIA

- Except for piles to be load tested, driven piles shall be driven to a value of not less than the nominal resistance shown on the plans unless otherwise specified in the special provisions or permitted in writing by the Engineer. In addition, when a pile tip elevation is specified, driven piles shall penetrate at least to the specified tip elevation, unless otherwise permitted in writing by the Engineer. Piles to be load tested shall be driven to the specified tip elevation.
- When the pile nominal resistance is omitted from the plans or the special provisions, timber piles shall be driven to a nominal resistance of 800 kN, and steel and concrete piles shall be driven to a nominal resistance of 1250 kN.
- The nominal resistance for driven piles shall be determined from the following formula in which "R_u" is the nominal resistance in kilonewtons, "E_r" is the manufacturer's rating for joules of energy developed by the hammer at the observed field drop height, and "N" is the number of hammer blows in the last 300 millimeters. (maximum value to be used for N is 100):

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

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

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

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

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

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

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

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

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

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

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

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

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

- After being driven and prior to placing reinforcement and concrete therein, the steel shells shall be examined for collapse or reduced diameter at any point. Any shell which is improperly driven or broken or shows partial collapse to such

an extent as to materially decrease its nominal resistance will be rejected. Rejected shells shall be removed and replaced, or a new shell shall be driven adjacent to the rejected shell. Rejected shells which cannot be removed shall be filled with concrete by the Contractor at the Contractor's expense. When a new shell is driven to replace a rejected shell, the Contractor, at the Contractor's expense, shall enlarge the footing as determined necessary by the Engineer.

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

- Steel pipe piles shall conform to the following requirements:

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

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

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

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

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

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

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

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

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

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

SECTION 50: PRESTRESSING CONCRETE

Issue Date: November 18, 2002

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

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

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

- Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum mass requirement of ASTM Designation: A 722 will not apply.
- In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.
- In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

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

- All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.
- When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.
- Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.
- Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.
- Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.

- Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.
- Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.
- The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.
- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.
- When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.
- Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.
- When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.
- Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.
- After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.
- Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

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

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

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

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

A. For wire or bars, one 2-m long sample and for strand, one 1.5-m long sample, of each size shall be furnished for each heat or reel.
B. For epoxy-coated strand, one 1.5-m long sample of uncoated strand of each size shall be furnished for each reel.

C. If the prestressing tendon is a bar, one 2-m long sample shall be furnished and in addition, if couplers are to be used with the bar, two 1.25-m long samples of bar, equipped with one coupler and fabricated to fit the coupler, shall be furnished.

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

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

SECTION 51: CONCRETE STRUCTURES

Issue Date: December 23, 2003

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

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

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

• The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.

• The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.

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

• In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate falsework plan submittal.

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

- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.
- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

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

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m^2 for the combined live and dead load regardless of slab thickness.

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

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.

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

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

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

- For falsework piles with a calculated nominal resistance greater than 1800 kN, the Contractor shall conduct dynamic monitoring of pile driving and generate field acceptance criteria based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.

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

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

- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.

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

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

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

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

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

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

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

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

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

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

SECTION 52: REINFORCEMENT

Issue Date: March 25, 2004

The third paragraph in Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

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

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

52-1.08 SPLICING

- Splices of reinforcing bars shall consist of lap splices, service splices, or ultimate butt splices.
- Splicing of reinforcing bars will not be permitted at a location designated on the plans as a "No-Splice Zone." At the option of the Contractor, reinforcing bars may be continuous at locations where splices are shown on the plans. The location of splices, except where shown on the plans, shall be determined by the Contractor using available commercial lengths where practicable.
- Unless otherwise shown on the plans, splices in adjacent reinforcing bars at any particular section shall be staggered. The minimum distance between staggered lap splices or mechanical lap splices shall be the same as the length required for a lap splice in the largest bar. The minimum distance between staggered butt splices shall be 600 mm, measured between the midpoints of the splices along a line which is centered between the axes of the adjacent bars.

52-1.08A Lap Splicing Requirements

- Splices made by lapping shall consist of placing reinforcing bars in contact and wiring them together, maintaining the alignment of the bars and the minimum clearances. Should the Contractor elect to use a butt welded or mechanical splice at a location not designated on the plans as requiring a service or ultimate butt splice, this splice shall conform to the testing requirements for service splice.
- Reinforcing bars shall not be spliced by lapping at locations where the concrete section is not sufficient to provide a minimum clear distance of 50 mm between the splice and the nearest adjacent bar. The clearance to the surface of the concrete specified in Section 52-1.07, "Placing," shall not be reduced.
- Reinforcing bars Nos. 43 and 57 shall not be spliced by lapping.

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

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

• Splices in bundled bars shall conform to the following:

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

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

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

52-1.08B Service Splicing and Ultimate Butt Splicing Requirements

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

52-1.08B(1) Mechanical Splices

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

• When tested in conformance with the requirements in California Test 670, the total slip of the reinforcing bars within the splice device after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice device.

Reinforcing Bar Number	Total Slip (μm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

• Slip requirements shall not apply to mechanical lap splices, splices that are welded, or splices that are used on hoops.

• Splicing procedures shall be in conformance with the manufacturer's recommendations, except as modified in this section. Splices shall be made using the manufacturer's standard equipment, jigs, clamps, and other required accessories.

• Splice devices shall have a clear coverage of not less than 40 mm measured from the surface of the concrete to the outside of the splice device. Stirrups, ties, and other reinforcement shall be adjusted or relocated, and additional reinforcement shall be placed, if necessary, to provide the specified clear coverage to reinforcement.

• The Contractor shall furnish the following information for each shipment of splice material in conformance with the provisions in Section 6-1.07, "Certificates of Compliance:"

A. The type or series identification of the splice material including tracking information for traceability.
B. The bar grade and size number to be spliced.

C. A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
D. A statement that the splicing systems and materials used in conformance with the manufacturer's installation procedures will develop the required tensile strengths, based on the nominal bar area, and will conform to the total slip requirements and the other requirements in these specifications.
E. A statement that the splice material conforms to the type of mechanical splice in the Department's current prequalified list.

52-1.08B(2) Butt Welded Splices

• Except for resistance butt welds, butt welded splices of reinforcing bars shall be complete joint penetration butt welds conforming to the requirements in AWS D 1.4, and these specifications.

• Welders and welding procedures shall be qualified in conformance with the requirements in AWS D 1.4.

• Only the joint details and dimensions as shown in Figure 3.2, "Direct Butt Joints," of AWS D 1.4, shall be used for making complete joint penetration butt welds of bar reinforcement. Split pipe backing shall not be used.

• Butt welds shall be made with multiple weld passes using a stringer bead without an appreciable weaving motion. The maximum stringer bead width shall be 2.5 times the diameter of the electrode and slagging shall be performed between each weld pass. Weld reinforcement shall not exceed 4 mm in convexity.

• Electrodes used for welding shall meet the minimum Charpy V-notch impact requirement of 27°J at –20°C.

• For welding of bars conforming to the requirements of ASTM Designation: A 615/A 615M, Grade 280 or Grade 420, the requirements of Table 5.2, "Minimum Preheat and Interpass Temperatures," of AWS D 1.4 are superseded by the following:

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

• When welding different grades of reinforcing bars, the electrode shall conform to Grade 280 bar requirements and the preheat shall conform to the Grade 420 bar requirements.

• In the event that any of the specified preheat, interpass, and post weld cooling temperatures are not met, all weld and heat affected zone metal shall be removed and the splice rewelded.

• Welding shall be protected from air currents, drafts, and precipitation to prevent loss of heat or loss of arc shielding. The method of protecting the welding area from loss of heat or loss of arc shielding shall be subject to approval by the Engineer.

• Reinforcing bars shall not be direct butt spliced by thermite welding.

• Procedures to be used in making welded splices in reinforcing bars, and welders employed to make splices in reinforcing bars, shall be qualified by tests performed by the Contractor on sample splices of the type to be used, before making splices to be used in the work.

52-1.08B(3) Resistance Butt Welds

• Shop produced resistance butt welds shall be produced by a fabricator who is approved by the Transportation Laboratory. The list of approved fabricators can be obtained from the Department's internet site or by contacting the Transportation Laboratory directly.

• Before manufacturing hoops using resistance butt welding, the Contractor shall submit to the Engineer the manufacturer's Quality Control (QC) manual for the fabrication of hoops. As a minimum, the QC manual shall include the following:

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

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

• The Contractor shall designate in writing a splicing Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for 1) the quality of all service and ultimate butt splicing including the inspection of materials and workmanship performed by the Contractor and all subcontractors; and 2) submitting, receiving, and approving all correspondence, required submittals, and reports regarding service and ultimate splicing to and from the Engineer.

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

• Testing on prequalification and production sample splices shall be performed at the Contractor's expense, at an independent qualified testing laboratory. The laboratory shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project, and shall have the following:

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

• The Contractor shall provide samples for quality assurance testing in conformance with the provisions in these specifications and the special provisions.

• Prequalification and production sample splices shall be 1) a minimum length of 1.5 meters for reinforcing bars No. 25 or smaller, and 2 meters for reinforcing bars No. 29 or larger, with the splice located at mid-point; and 2) suitably identified before shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. Splices that shows signs of tampering will be rejected.

• Each set or sample splice, as defined herein, shall be identified as representing either a prequalification or production test sample splice.

• For the purpose of production testing, a lot of either service splices or ultimate butt splices is defined as 1) 150, or fraction thereof, of the same type of mechanical splices used for each bar size and each bar deformation pattern that is used in the work, or 2) 150, or fraction thereof, of complete joint penetration butt welded splices, or resistance butt welded splices for each bar size used in the work. If different diameters of hoop reinforcement are shown on the plans, separate lots shall be used for each different hoop diameter.

• Whenever a lot of splices is rejected, the rejected lot and subsequent lots of splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for preventing similar failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. In the event the Engineer fails to provide notification within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in providing notification, the Contractor will be compensated for any resulting loss, and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

52-1.08C(1) Splice Prequalification Report

• Before using any service splices or ultimate butt splices in the work, the Contractor shall submit a Splice Prequalification Report. The report shall include splice material information, names of the operators who will be performing the splicing, and descriptions of the positions, locations, equipment, and procedures that will be used in the work.

• The Splice Prequalification Report shall also include certifications from the fabricator for prequalifications of operators and procedures based on sample tests performed no more than 2 years before submitting the report. Each operator shall be certified by performing 2 sample splices for each bar size of each splice type that the operator will be performing in the work. For deformation-dependent types of splice devices, each operator shall be certified by performing 2 additional samples for each bar size and deformation pattern that will be used in the work.

• Prequalification sample splices shall be tested by an independent qualified testing laboratory and shall conform to the appropriate production test criteria and slip requirements specified herein. When epoxy-coated reinforcement is required, resistance butt welded sample splices shall have the weld flash removed by the same procedure as will be used in the work, before coating and testing. The Splice Prequalification Report shall include the certified test results for all prequalification sample splices.

• The QCM shall review and approve the Splice Prequalification Report before submitting it to the Engineer for approval. The Contractor shall allow 2 weeks for the review and approval of a complete report before performing any service splicing or ultimate butt splicing in the work. In the event the Engineer fails to complete the review within the time allowed,

and in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

52-1.08C(2) Service Splice Test Criteria

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

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

• Production tests shall be performed by the Contractor's independent laboratory for all service splices used in the work. A production test shall consist of testing 4 sample splices prepared for each lot of completed splices. The samples shall be prepared by the Contractor using the same splice material, position, operators, location, and equipment, and following the same procedure as used in the work.

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

• The 4 samples from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 samples of splices shall not be tested.

• Before performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the requirements for total slip. Should this sample not meet the total slip requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to the total slip requirements, all splices in the lot represented by this production test will be rejected.

• If 3 or more sample splices from a production test conform to the provisions in this Section 52-1.08C(2),"Service Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable, provided each of the 4 samples develop a minimum tensile strength of not less than 420 MPa.

• Should only 2 sample splices from a production test conform to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," one additional production test shall be performed on the same lot of splices. This additional production test shall consist of testing 4 samples splices that have been randomly selected by the Engineer and removed by the Contractor from the actual completed lot of splices. Should any of the 4 splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.

• If only one sample splice from a production test conforms to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," all splices in the lot represented by this production test will be rejected.

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

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

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

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

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

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

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

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

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

- The portion of hoop reinforcing bar, removed to obtain a sample splice and control bar, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.
- Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in Section 52-1.08C(1), "Splice Prequalification Report," or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in any "No Splice Zone" shown on the plans.
- Ultimate production and quality assurance sample splices shall rupture in the reinforcing bar either: 1) outside of the affected zone or 2) within the affected zone, provided that the sample splice has achieved at least 95 percent of the ultimate tensile strength of the control bar associated with the sample splice. In addition, necking of the bar shall be visibly evident at rupture regardless of whether the bar breaks inside or outside the affected zone.
- The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice.
- The ultimate tensile strength shall be determined for all control bars by tensile testing the bars to rupture, regardless of where each sample splice ruptures. If 2 control bars are tested for one sample splice, the bar with the lower ultimate tensile strength shall be considered the control bar.

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

- Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of testing 4 sets of sample splices and control bars removed from each lot of completed splices, except when quality assurance tests are performed.
- After the splices in a lot have been completed, and the bars have been epoxy-coated when required, the QCM shall notify the Engineer in writing that the splices in this lot conform to the specifications and are ready for testing. Except for hoops, sample splices will be selected by the Engineer at the job site. Sample splices for hoops will be selected by the Engineer either at the job site or a fabrication facility.
- After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. The Contractor shall select the adjacent control bar for each sample splice bar, and the Engineer will place tamper-proof markings or seals on them. These ultimate production sample splices and control bars shall be removed by the Contractor, and tested by an independent qualified testing laboratory.
- At least one week before testing, the Contractor shall notify the Engineer in writing of the date when and the location where the testing of the samples will be performed.
- A sample splice or control bar from any set will be rejected if a tamper-proof marking or seal is disturbed before testing.
- The 4 sets from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sets of splices shall not be tested.
- Before performing any tensile tests on production test sample splices, one of the 4 sample splices shall be tested for, and shall conform to, the requirements for total slip. Should this sample splice not meet these requirements, one retest, in which the 3 remaining sample splices are tested for total slip, will be allowed. Should any of the 3 remaining sample splices not conform to these requirements, all splices in the lot represented by this production test will be rejected.
- If 3 or more sample splices from a production test conform to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable.
- Should only 2 sample splices from a production test conform to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," one additional production test shall be performed on the same lot of splices. Should any of the 4 sample splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.
- If only one sample splice from a production test conforms to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," all splices in the lot represented by this production test will be rejected.
- If a production test for a lot fails, the Contractor shall repair or replace all reinforcing bars from which sample splices were removed, complete in place, before the Engineer selects additional splices from this lot for further testing.
- Production tests will not be required on repaired splices from a lot, regardless of the type of prequalified ultimate mechanical butt splice used to make the repair. However, should an additional production test be required, the Engineer may select any repaired splice for the additional production test.

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

- For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 subsequent production tests, or portion thereof, the Contractor shall concurrently prepare 4 additional ultimate quality assurance sample splices along with associated control bars.
- Each time 4 additional ultimate quality assurance sample splices are prepared, 2 of these quality assurance sample splice and associated control bar sets and 2 of the production sample splice and associated control bar sets, together, shall

conform to the requirements for ultimate production sample splices in Section 52-1.08C(3)(a),"Production Test Requirements for Ultimate Butt Splices."

- The 2 remaining quality assurance sample splice and associated control bar sets, along with the 2 remaining production sample splice and associated control bar sets shall be shipped to the Transportation Laboratory for quality assurance testing. The 4 sets shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 sets will not be tested.
- Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in Section 52-1.08C(3)(a), "Production Test Requirements for Ultimate Butt Splices."

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

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

Two exposures shall be made for each complete joint penetration butt welded splice. For each of the 2 exposures, the radiation source shall be centered on each bar to be radiographed. The first exposure shall be made with the radiation source placed at zero degrees from the top of the weld and perpendicular to the weld root and identified with a station mark of "0." The second exposure shall be at 90 degrees to the "0" station mark and shall be identified with a station mark of "90." When obstructions prevent a 90 degree placement of the radiation source for the second exposure, and when approved in writing by the Engineer, the source may be rotated, around the centerline of the reinforcing bar, a maximum of 25 degrees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52-1.08D Reporting Test Results

- A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each test: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, length of test specimen, physical condition of test sample splice and any associated control bar, any notable defects, total measured slip, ultimate tensile strength of each splice, and for ultimate butt splices, limits of affected zone, location of visible necking area, ultimate tensile strength and 95 percent of this ultimate tensile strength for each control bar, and a comparison between 95 percent of the ultimate tensile strength of each control bar and the ultimate tensile strength of its associated splice.
- The QCM must review, approve, and forward each Production Test Report to the Engineer for review before the splices represented by the report are encased in concrete. The Engineer will have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase splices pending notification by the Engineer, and in the event the Engineer fails to complete the review and provide notification within the time allowed, and if, in the opinion of the Engineer, the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."
- Quality assurance test results for each bundle of 4 sets or 4 samples of splices will be reported in writing to the Contractor within 3 working days after receipt of the bundle by the Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received. Should the Contractor elect to encase splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase splices pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

SECTION 55: STEEL STRUCTURES

Issue Date: December 31, 2001

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

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

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

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

SECTION 56: SIGNS

Issue Date: December 31, 2001

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

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer, and direct tension indicator shall be used.
- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.
- Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

SECTION 59: PAINTING

Issue Date: December 31, 2001

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

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

A. For cleaning and painting structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors (Field Application to Complex Industrial Structures)" (SSPC-QP 1).
B. For removing paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2).
C. For cleaning and painting structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Applicators" (SSPC-QP 3). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 µm as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

SECTION 75: MISCELLANEOUS METAL

Issue Date: December 31, 2001

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

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

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

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

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

* Maximum stud diameter permitted for mechanical expansion anchors.

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

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

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

Installation Torque Values, (newton meters)

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

SECTION 83: RAILINGS AND BARRIERS

Issue Date: June 13, 2002

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

- The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

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

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

SECTION 85: PAVEMENT MARKERS

Issue Date: May 16, 2003

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

Sampling

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

Tolerances

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

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

85-1.04 Non-Reflective Pavement Markers

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

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

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

Testing

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

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

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

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

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

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

Testing

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

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

a Failure of the marker body or filler material prior to reaching 3.4 MPa shall constitute a failing bond strength test.
b Deformation of the marker of more than 3 mm at a load of less than 8900 N or delamination of the shell and the filler material of more than 3 mm regardless of the load required to break the marker shall be cause for rejection of the markers as specified in Section 85-1.03, "Sampling, Tolerances and Packaging."

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

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

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

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

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: June 19, 2003

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

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

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

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

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

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

- Standards for traffic signals and lighting, and steel pedestals for cabinets and other similar equipment, shall be located as shown on the plans. Bolts, nuts and washers, and anchor bolts for use in signal and lighting support structures shall conform to the provisions in Section 55-2, "Materials." Except when bearing-type connections or slipbases are specified, high-strength bolted connections shall conform to the provisions in Section 55-3.14, "Bolted Connections." Welding, nondestructive testing (NDT) of welds, and acceptance and repair criteria for NDT of steel members shall conform to the requirements of AWS D1.1 and the contract special provisions.

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

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

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

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

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

  Certified test reports which verify conformance to the minimum yield strength requirements shall be submitted to the Engineer. The test reports may be the mill test reports for the as-received steel or, when the as-received steel has a

lower yield strength than required, the Contractor shall provide supportive test data which provides assurance that the Contractor's method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. The supportive test data shall include tensile properties of the steel after cold forming for specific heats and thicknesses.

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

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

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

Welds shall be continuous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 88: ENGINEERING FABRIC

Issue Date: January 15, 2002

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

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

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

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

SECTION 90: PORTLAND CEMENT CONCRETE

Issue Date: June 19, 2003

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

SECTION 90: PORTLAND CEMENT CONCRETE
90-1 GENERAL

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- The Contractor shall determine the mix proportions for concrete in conformance with these specifications. Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:

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

- Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.
- Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
- Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
- Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
- Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m3)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete has a cementitious material, portland cement, or mineral admixture content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State $0.55 for each kilogram of cementitious material, portland cement, or mineral admixture that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

90-2 MATERIALS

90-2.01 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.
- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

A. The cement shall not contain more than 0.60-percent by mass of alkalies, calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114;
B. The autoclave expansion shall not exceed 0.50-percent; and
C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent, except that

when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150 and the additional requirements listed above for "Type II Modified" portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.
- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.
- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.
- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.
- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.
- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- Natural aggregates shall be thoroughly and uniformly washed before use.
- The Contractor, at the Contractor's expense, shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.
- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."
- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f, of the fine aggregate is 60, or greater, when tested for durability in conformance with California Test 229.
- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."
- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $4.60 per cubic meter for paving concrete and $7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $4.60 per cubic meter for paving concrete and $7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs shall be in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."
- No single Cleanness Value, Sand Equivalent or aggregate grading test shall represent more than 250 m^3 of concrete or one day's pour, whichever is smaller.
- When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

90-2.02A Coarse Aggregate

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

• Coarse aggregate shall conform to the following quality requirements:

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

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

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

90-2.02B Fine Aggregate

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

• Fine aggregate shall conform to the following quality requirements:

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

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

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

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

90-2.03 WATER

• In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO_4, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil

and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO_4, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

- In non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO_4, when tested in conformance with California Test 417.
- In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.
- Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na_2O + 0.658 K_2O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:

A. Chemical Admixtures—ASTM Designation: C 494.
B. Air-entraining Admixtures—ASTM Designation: C 260.
C. Calcium Chloride—ASTM Designation: D 98.
D. Mineral Admixtures—Coal fly ash; raw or calcined natural pozzolan as specified in ASTM Designation: C 618; silica fume conforming to the requirements in ASTM Designation: C 1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

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

90-3 AGGREGATE GRADINGS

90-3.01 GENERAL

- Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.
- The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.
- Gradations proposed by the Contractor shall be within the following percentage passing limits:

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

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

90-3.02 COARSE AGGREGATE GRADING

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

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

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.
- When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.

90-3.03 FINE AGGREGATE GRADING

- Fine aggregate shall be graded within the following limits:

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

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

90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."

• The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

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

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

90-4 ADMIXTURES

90-4.01 GENERAL

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

• Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.

• Calcium chloride shall not be used in concrete except when otherwise specified.

• Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

• Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.

• If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

90-4.02 MATERIALS

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

90-4.03 ADMIXTURE APPROVAL

• No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.

• Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.

• When the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

• If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE

• When the use of a chemical admixture or calcium chloride is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.

• Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

• The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; and
B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

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

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

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

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

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

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

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

• The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 618.

• The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content;
B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

    1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix;

2. When the calcium oxide content of a mineral admixture is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix;
3. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix

C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

90-4.09 BLANK

90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

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

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

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

• When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.

• Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.

• Liquid admixtures requiring dosages greater than 2.5 L/m^3 shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."

• Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

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

• Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection and identification for each shipment.

• Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.

• Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.

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

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

90-5 PROPORTIONING

90-5.01 STORAGE OF AGGREGATES

• Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and also that the various sizes shall not become intermixed before proportioning.

• Aggregates shall be stored or stockpiled and handled in a manner that shall prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

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

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

90-5.02 PROPORTIONING DEVICES

• Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.

• Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to ensure their accuracy.

• Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

• Equipment for cumulative weighing of aggregate shall have a zero tolerance of ±0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ±0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ±0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ±0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ±0.5 percent of its designated mass or volume.

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

A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and

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

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

90-5.03 PROPORTIONING

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

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

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

• Bulk "Type IP (MS) Modified" cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

• Bulk cement and mineral admixture may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.

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

• The scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

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

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

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

90-5.03A Proportioning for Pavement

• Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to these specifications.

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

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

• When interlocks are required for cement and mineral admixture charging mechanisms and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral

admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture, or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25 m^3 may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."
- Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.
- Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.
- When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

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

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

90-6.02 MACHINE MIXING

- Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.
- The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.
- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

- Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.
- The size of batch shall not exceed the manufacturer's guaranteed capacity.
- When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at jobsite batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.
- Concrete shall be mixed and delivered to the jobsite by means of one of the following combinations of operations:

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

- Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.
- Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.
- When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed shall be allowed for partial mixing in a central plant.

90-6.03 TRANSPORTING MIXED CONCRETE

- Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."
- Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.
- Bodies of non-agitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.
- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.
- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.
- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.
- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the jobsite shall be accompanied by a weighmaster certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.

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

• The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating load number that is unique to the contract and delivered to the jobsite with the load.

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

90-6.04 TIME OR AMOUNT OF MIXING

• Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

• The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.

• The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.

• The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

90-6.05 HAND-MIXING

• Hand-mixed concrete shall be made in batches of not more than 0.25 m^3 and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

90-6.06 AMOUNT OF WATER AND PENETRATION

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

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (mm)
Concrete Pavement	0-25	—	40	—
Non-reinforced concrete facilities	0-35	—	50	—
Reinforced concrete structures				
Sections over 300-mm thick	0-35	—	65	—
Sections 300-mm thick or less	0-50	—	75	—
Concrete placed under water	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

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

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

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

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

90-7 CURING CONCRETE

90-7.01 METHODS OF CURING

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

90-7.01A Water Method

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

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

• When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified in the preceding paragraph, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

90-7.01B Curing Compound Method

• Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.

• Curing compounds to be used shall be as follows:

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

• The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.

• The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m^2 in 24 hours.

• The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.

• When the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.

• Curing compound shall be applied at a nominal rate of 3.7 m^2/L, unless otherwise specified.

• At any point, the application rate shall be within ±1.2 m^2/L of the nominal rate specified, and the average application rate shall be within ±0.5 m^2/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

• Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.

• The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

• At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.

• Agitation shall not introduce air or other foreign substance into the curing compound.

• The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.

• Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.

• The curing compound shall be packaged in clean 1040-L totes, 210-L barrels

or 19-L pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 1040-L totes and the 210-L barrels shall have removable lids and airtight fasteners. The 19-L pails shall be round and have standard full open head and bail. Lids with bungholes shall not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

• Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.

• Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State of California.

• Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State of California.

• When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

• Curing compound will be sampled by the Engineer at the source of supply or at the jobsite or at both locations.

• Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

• Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

90-7.01C Waterproof Membrane Method

• The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

• Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.

• The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.

• The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

• Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

• Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

90-7.01D Forms-In-Place Method

• Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.

• Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

90-7.02 CURING PAVEMENT

• The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.

• Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."

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

90-7.03 CURING STRUCTURES

• Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

• The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

• The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

• Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

• When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

90-7.04 CURING PRECAST CONCRETE MEMBERS

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

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

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

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

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

90-7.06 CURING SLOPE PROTECTION

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

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

90-7.07 CURING MISCELLANEOUS CONCRETE WORK

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

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

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

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

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

90-8 PROTECTING CONCRETE

90-8.01 GENERAL

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

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

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

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

90-8.02 PROTECTING CONCRETE STRUCTURES

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

90-8.03 PROTECTING CONCRETE PAVEMENT

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

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

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

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

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

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

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

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

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

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

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

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

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

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

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

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

• No single compressive strength test shall represent more than 250 m^3.

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

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

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

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

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

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

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

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

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

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

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

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

90-10 MINOR CONCRETE

90-10.01 GENERAL

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

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

90-10.02 MATERIALS

• Minor concrete shall conform to the following requirements:

90-10.02A Cementitious Material

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

90-10.02B Aggregate

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

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

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

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

90-10.02C Water

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

90-10.02D Admixtures

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

90-10.03 PRODUCTION

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

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

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

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

• The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

• The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

• Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

• A Certificate of Compliance conforming to the provisions in Section 6–1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

90-10.04 CURING MINOR CONCRETE

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

90-10.05 PROTECTING MINOR CONCRETE

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

90-10.06 MEASUREMENT AND PAYMENT

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

90-11 MEASUREMENT AND PAYMENT

90-11.01 MEASUREMENT

• Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

• When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

90-11.02 PAYMENT

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

END OF AMENDMENTS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

The 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.

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

    1. The bidder will meet the goal by performing work with its own forces.
    2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
    3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
F. DBEs must be certified by the California Unified Certification Program (CUCP). It is the contractor's responsibility to confirm that the firm is DBE certified as of the date of bid opening. Listings of DBEs certified by the CUCP are available from the following sources:

    1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
    2. The Department's web site at http://www.dot.ca.gov/hq/bep.
    3. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

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

    1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
    2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general

character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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

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

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

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

2-1.02A DBE GOAL FOR THIS PROJECT

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

Disadvantaged Business Enterprise (DBE): 14 percent

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

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

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

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

2-1.02B SUBMISSION OF DBE INFORMATION

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

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

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

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

Bidders are cautioned that even though their "CALTRANS BIDDER - DBE INFORMATION" form indicates they will meet the stated DBE goal, they should also submit their GFE documentation within the time specified herein, to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The apparent successful bidder (low bidder), the second low bidder and the third low bidder shall complete and submit the GOOD FAITH EFFORT (GFE) DOCUMENTATION form, if they have not met the goal, to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. ON THE FOURTH DAY, not including Saturdays, Sundays and legal holidays, following bid opening. GFE documentation sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Other bidders need not submit GFE documentation unless requested to do so by the Department. When a request is made by the Department, the GFE documentation of the other bidders shall be received by the Department within 4 days of the request, not including Saturdays, Sundays and legal holidays, unless a later time is authorized by the Department.

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

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation.

The bidder's "CALTRANS BIDDER - DBE INFORMATION" form shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to

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

The bidder's good faith effort (GFE) documentation shall establish that good faith efforts to meet the DBE goal have been made.

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

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

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

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

The award of the contract, if it be awarded, will be made within 30 days after the opening of the proposals if the apparent lowest bidder has met the goal for DBE participation. The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals if the apparent lowest bidder has not met the goal for DBE participation but has claimed good faith efforts to do so. These periods will be subject to extension for such further periods as may be agreed upon in writing between the Department and the bidders concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

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

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee

shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

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

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished 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 statement shall give the date that the electrical materials will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall begin work within 30 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of **270 WORKING DAYS** beginning on the date that work begins, or beginning on the thirtieth calendar day after approval of the contract, whichever occurs first.

The Contractor shall pay to the State of California the sum of $4,400 per day, for each and every calendar day's delay in finishing the work in excess of **270 WORKING DAYS**.

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

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

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

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

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

5-1.012 DIFFERING SITE CONDITIONS

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

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

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

5-1.013 LINES AND GRADES

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

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

5-1.015 LABORATORY

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

5-1.017 CONTRACT BONDS

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

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

5-1.019 COST REDUCTION INCENTIVE

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

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

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

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

5-1.02 LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

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

5-1.022 EXCLUSION OF RETENTION

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

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

5-1.023 UNSATISFACTORY PROGRESS

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

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

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

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

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

5-1.03 INTEREST ON PAYMENTS

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

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

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

5-1.04 PUBLIC SAFETY

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

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

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

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 0.3-m deep.
3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles**.—**The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with

permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

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

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

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

5-1.05 TESTING

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

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

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

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.07 YEAR 2000 COMPLIANCE

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

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

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

5-1.075 BUY AMERICA REQUIREMENTS

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

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

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

5-1.08 SUBCONTRACTOR AND DBE RECORDS

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

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

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

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

5-1.083 DBE CERTIFICATION STATUS

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

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

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

5-1.09 SUBCONTRACTING

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

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

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

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

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

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

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

A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and

B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

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

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.103 RECORDS

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

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

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

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

5-1.11 PARTNERING

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

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

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

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

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

5-1.114 VALUE ANALYSIS

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

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

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

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

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

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

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

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

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

5-1.12 DISPUTE REVIEW BOARD

GENERAL

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

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No DRB dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these special provisions, but have not been resolved, shall be stated or restated by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the adherence to and completion of the contractual administrative claims procedure, the Contractor may file for arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications and these special provisions.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier potential claims not actionable against the Department as specified in these special provisions or quantification of disputes for overhead type expenses or costs. Disputes for overhead type expenses or costs shall conform to the requirements of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

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

SELECTION PROCESS, DISCLOSURE AND APPOINTMENTS

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

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

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

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

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 15 days of the notification.

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

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

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

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

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

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

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State

authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

COMPENSATION

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of $1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of $700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of $125 per hour. The agreed amount of $125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for the State's share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

REPLACEMENT OF DRB MEMBERS

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

A. The State may terminate service of the State appointed member.
B. The Contractor may terminate service of the Contractor appointed member.
C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
D. Upon resignation of a member.
E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

OPERATION

The following procedure shall be used for dispute resolution:

A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
D. Following an objection to the Engineer's written response, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral

in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written response from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.

E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and arbitration on the matter in contention.

F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.

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

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

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

J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.

K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.

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

DISPUTES INVOLVING SUBCONTRACTOR POTENTIAL CLAIMS

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

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

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

RETENTION

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

DISPUTE REVIEW BOARD AGREEMENT

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

Form 6202 Rev (09/01/02)

DISPUTE REVIEW BOARD AGREEMENT

_____
(Contract Identification)

Contract No. _____

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

_____ ,
(Contractor Appointee)

_____ ,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

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

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

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

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

SECTION I DESCRIPTION OF WORK

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

SECTION II SCOPE OF WORK

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

A. OBJECTIVE

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

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB

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

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

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

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

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

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

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

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

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

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

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

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the

DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

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

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

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

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

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

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

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

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

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

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT shall be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

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

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

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

B. COORDINATION AND SERVICES

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

SECTION V TIME FOR BEGINNING AND COMPLETION

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

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of $1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of $700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of $125 per hour. The agreed amount of $125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

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

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

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

C. INSPECTION OF COSTS RECORDS

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

SECTION VII ASSIGNMENT OF TASKS OF WORK

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

SECTION VIII TERMINATION OF DRB MEMBERS

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

SECTION IX LEGAL RELATIONS

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

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

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

SECTION X CONFIDENTIALITY

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

SECTION XI DISPUTES

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

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

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

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

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

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

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

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

DRB MEMBER

By: _____

Title: _____

DRB MEMBER

By: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

By: _____

Title: _____

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

Title: _____

5-1.13 FORCE ACCOUNT PAYMENT

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

Attention is directed to "Time-Related Overhead" of these special provisions.

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

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

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

The above markups, together with payments made for time-related overhead pursuant to "Time-Related Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor.

Full compensation for overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity for time-related overhead conforming to the provisions in "Time-Related Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

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

5-1.14 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

ITEM CODE	ITEM
390152	ASPHALT CONCRETE
391031	PAVING ASPHALT (BINDER-PAVEMENT REINFORCING FABRIC)

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

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

A. Total monthly adjustment = AQ
B. For an increase in paving asphalt price index exceeding 10 percent:

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

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

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

D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and used as a binder for pavement reinforcing fabric rounded to the nearest $0.01.
Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
Q = Quantity in tonnes of paving asphalt that was used as a binder for pavement reinforcing fabric plus the quantity of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

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

A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from any moneys due or that may become due the Contractor.
B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

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

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

5-1.15 AREAS FOR CONTRACTOR'S USE

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

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

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

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

5-1.16 PAYMENTS

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

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

A.	Clearing and Grubbing	$150,000
B.	Progress Schedule (Critical Path Method)	$ 10,000
C.	Lead compliance plans	$ 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.

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

A. Pavement Reinforcing Fabric
B. Culvert Pipe and Appurtenances
C. Miscellaneous Iron and Steel
D. Metal Beam Guard Railing and Terminal Systems
E. Crash Cushions
F. Pavement Markers
G. Lighting Fixtures
H. Signal and Lighting Standard

5-1.17 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of 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.

5-1.18 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.19 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 Fire Index is at "Low," or the determination of the Fire Index is suspended or, if in an area not covered by the Fire Index rating system, 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. Other fire breaks may be ordered by the Engineer and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

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 for the sole purpose of fire control during working hours and as specified herein.

1. The truck shall be equipped with 10 shovels, 5 axes, 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. The truck shall be equipped with a 380-L tank of water with a gasoline motor powered pump and 30 m of 19-mm hose on a reel.

3. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction from noon until one-half hour after shutdown of the work. If the Fire Index is "Very High" or "Extreme," truck and operator shall patrol the area of construction while work is being done and for at least one-half hour after shutdown of work.

H. The Contractor shall be aware of the Fire Index and conform to the following:

1. The Wild Land Fire Danger Rating System established by the United States Forest Service and the State of California Department of Forestry is designed to estimate the relative effect of weather on the several aspects of fire behavior, such as spread, intensity, and ignition.
2. The combination of these effects makes up the Fire Index, the severity of which is as follows:

LOW MEDIUM HIGH VERY HIGH EXTREME

3. Arrangements have been made with the United States Forest Service and the Department of Forestry to notify the Department of Transportation when the Fire Index is "Very High" or "Extreme" within numbered Fire Danger areas as shown on maps furnished by the Department of Transportation. This information will be furnished to the Engineer, who will notify the Contractor for dissemination and action in the area affected.
4. When the Fire Index reaches "Very High," the following conditions will prevail:

Falling of dead trees or snags shall be discontinued.
No open burning will be permitted; fires shall be extinguished.
Welding shall be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 4.6 m.
Blasting shall be discontinued.
Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break, unless prohibited by other authority.
Vehicular travel will be restricted to cleared areas except in case of emergency.

5. When the Fire Index reaches "Extreme," the following precautions shall be taken in addition to the conditions specified above:

Work of a nature which could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.
Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

Following is the average percent probability of occurrence of Fire Index ratings of "Very High" and "Extreme" for the project area. These averages are based on 10 years of recorded data. The State does not expressly or by implication predict that the actual occurrence of hazardous fire days for a given year will correspond with these average probabilities.

	Percent Probability	
Project Area	Very High	Extreme
52	8	2

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

If field and weather conditions become such that the determination of the Fire Index is suspended, the provisions under items "G" and "H" of this section will not be enforced for the period of the suspension of the determination of the Fire Index. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Index.

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.

5-1.20 ENVIRONMENTALLY SENSITIVE AREA

Attention is directed to the designated Environmentally Sensitive Areas (ESAs) shown on the plans. The exact location of the boundaries of ESAs will be determined by the Engineer and shall be clearly delineated by the placement of temporary fence (Type ESA) as specified in these special provisions.

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

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

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

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

A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

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

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

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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

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

[1]Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.
[2]Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.
No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

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

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

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 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

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

SUBSTITUTION TABLE FOR WIRE

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

SUBSTITUTION TABLE FOR PIPE PILES

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

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

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

SUBSTITUTION TABLE FOR NAILS AND SPIKES

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

SUBSTITUTION TABLE FOR IRRIGATION COMPONENTS

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

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

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

A. Apex, Model 921AR (100 mm x 100 mm)
B. Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
D. 3M Series 290 (89 mm x 100 mm)
E. 3M Series 290 PSA, with pressure sensitive adhesive pad (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

A. Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
B. Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)*
C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective, 100 mm Round

A. Alpine Products, "D-Dot" and "ANR" (ABS)
B. Apex Universal (Ceramic)
C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
E. Glowlite (Ceramic)
F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
H. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
I. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
J. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
K. Road Creations, Model RCB4NR (Acrylic)
L. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
M. Zumar Industries, "Titan TM40A" (ABS)

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. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
C. Road Creations, Model R41C (100 mm x 100 mm)
D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

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

A. Advanced Traffic Marking, Series 200
B. Brite-Line, Series 100
C. Garlock Rubber Technologies, Series 2000
D. P.B. Laminations, Aztec, Grade 102
E. Swarco Industries, "Director-2"
F. Trelleborg Industri, R140 Series
G. 3M, Series 620 "CR", and Series A750
H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
K. Trelleborg Industri, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

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

Ceramic Surfacing Laminate, 150 mm x 150 mm

A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

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

Special Use Type, 1700 mm

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

Surface Mount Type, 1200 mm

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

CHANNELIZERS

Surface Mount Type, 900 mm

A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
B. Bunzl Extrusion, Flexi-Guide Models FG300LD and FG300UR
C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
E. FlexStake, Surface Mount, Models 703 and 753 TM

F. GreenLine, Model SMD-36
G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
I. Repo, Models 300 and 400
J. Safe-Hit, Guide Post, Model SH236SMA
K. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
L. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
M. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

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

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

A. Bent Manufacturing Company "T-Top"
B. Plastic Safety Systems "Navigator-42"
C. Radiator Specialty Company "Enforcer"
D. Roadmaker Company "Stacker"
E. TrafFix Devices "Grabber"
F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS

Type "K", 450 mm

A. Bunzl, Model FG318PE
B. Carsonite, Model SMD 615
C. FlexStake, Model 701 KM
D. Repo, Models 300 and 400
E. Safe-Hit, Model SH718SMA
F. The Line Connection, Model DP21-4K

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

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

CONCRETE BARRIER MARKERS AND
TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

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

Non-Impactable Type

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

METAL BEAM GUARD RAIL POST MARKERS
(For use to the left of traffic)
A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
B. Creative Building Products, "Dura-Bull, Model 11201"
C. Duraflex Corp., "Railrider"

CONCRETE BARRIER DELINEATORS, 400 mm
(For use to the right of traffic)
A. Bunzl Extrusion, Model PCBM T-16
B. Safe-Hit, Model SH216RBM
C. Sun-Lab Technology, "Safety Guide Light, Model TM16," (75 mm x 300 mm)
D. Three D Traffic Works "Roadguide" ID No. 904364 (White), ID No. 904390 (Yellow)

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)
A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR
(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)
A. Bunzl Extrusion, PCBM S-36
B. Sun-Lab Technology, "Safety Guide Light, Model SM12," (75 mm x 300 mm)

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

Wood Post Type, 686 mm

A. Bunzl Extrusion, FG 427 and FG 527
B. Carsonite, Model 427
C. FlexStake, Model 102 GR
D. GreenLine GRD 27
E. J. Miller Model JMI-375G
F. Safe-Hit, Model SH227GRD
G. Three D Traffic Works "Guardflex" TD9100 Series, ID No. 510476

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
B. Avery Dennison WR-6100 Series
C. Nippon Carbide, Flexible Ultralite Grade (ULG) II
D. Reflexite, PC-1000 Metalized Polycarbonate
E. Reflexite, AC-1000 Acrylic
F. Reflexite, AP-1000 Metalized Polyester
G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
H. 3M, High Intensity

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

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

Barrels and Drums

A. Avery Dennison WR-6100

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

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

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

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

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

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

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

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

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

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

A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)
B. Nippon Carbide, Crystal Grade, 94000 Series

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

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

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

A. 3M LDP Series 3924 (Fluorescent Red/Orange)
B. 3M LDP Series 3970

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

A. Avery Dennison, T-7500 Series

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

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

SPECIALTY SIGNS

A. All Sign Products, STOP Sign (All Plastic), 750 mm
B. Relexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

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

C. Inteplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)

Aluminum Composite

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

8-1.03 STATE-FURNISHED MATERIALS

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

The following materials will be furnished to the Contractor:

A. Sign panels for roadside signs and mast arm mounted signs.
B. Mast arm sign hanger assemblies
C. Hardware for mounting sign panels as follows:

    1. Blind rivets for mounting overlapping legend at sign panel joints.
    2. Closure inserts.
    3. Aluminum bolts and nuts and steel beveled washers for mounting laminated sign panels on overhead sign structures.
    4. Aluminum bolts, nuts, and washers for mounting overhead formed panels.

D. Marker panels, including reflectors, for Type N, Type P, and Type R object markers.
E. Light emitting diode signal and pedestrian modules for vehicular traffic signal units, and Type A pedestrian signals.
F. Model 170 controller assemblies, including controller unit, completely wired controller cabinet, and inductive loop detector sensor units.
G. Battery backup system.

Completely wired controller cabinets, with auxiliary equipment but without controller unit, will be furnished to the Contractor at 50 Higuera Street, San Luis Obispo, CA 93401.

Sign panels will be furnished to the Contractor at the District Warehouse located at 50 Higuera Street, San Luis Obispo, CA 93401.

The Contractor shall notify the District Warehouse Manager, Telephone 805-549-3112 and the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided. The number, type, and size of the sign panels, and the contract number shall also be provided to the District Warehouse Manager.

8-1.04 ENGINEERING FABRICS

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

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

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

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

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

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the

testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

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

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

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

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications and shall conform to the following:

A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

    1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
    2. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
    3. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
    4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
    5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.

C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

SECTION 8-3. WELDING

8-3.01 WELDING

GENERAL

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

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

AWS Code	Year of Adoption
D1.1	2002
D1.4	1998
D1.5	2002
D1.6	1999

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

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

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

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

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

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

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

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

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

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

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

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

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

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 6.26. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 6.6.5 of AWS D1.4 and Section 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the Standard Specifications, or in these special provisions. Additional NDT required by the Engineer will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

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

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

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

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

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

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If production welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

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

qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables.

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

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

WELDING QUALITY CONTROL

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

Unless otherwise specified, welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," or Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications.

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

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

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

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

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

A. The work is welded in conformance with AWS D1.5 and is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges and Fracture Critical endorsement F.
B. The welding is performed on pipe pile material at a permanent pipe manufacturing facility authorized to apply the American Petroleum Institute (API) monogram for API 5L pipe.

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

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

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 2 copies of a separate WQCP for each subcontractor or supplier for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 2 weeks to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

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

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

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

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

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 10 days following the performance of any welding:

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

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

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

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Unless otherwise specified, the Engineer shall be allowed 10 days to review the report and respond in writing after a complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to

rejection. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

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

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

WELDING FOR POLE STRUCTURES

The Contractor shall meet the following requirements for any work welded in conformance with the provisions in Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for when the welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures.

Welding Qualification Audit

Contractors or subcontractors performing welding operations for pole structures shall not deliver materials to the project without having successfully completed the Department's "Manufacturing Qualification Audit for Pole Structures," hereinafter referred to as the audit, not more than one year prior to the delivery of the materials. The Engineer will perform the audit. Copies of the audit form, and procedures for requesting and completing the audit, are available at the Transportation Laboratory or the following website:

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

An audit that was approved by the Engineer no more than one year prior to the beginning of work on this contract will be acceptable for the entire period of this contract, provided the Engineer determines the audit was for the same type of work that is to be performed on this contract.

Successful completion of an audit shall not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in these special provisions and as shown on the plans.

Welding Report

For work welded in conformance with the provisions in Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, a Welding Report shall be submitted in conformance with the provisions in "Welding Quality Control," of these special provisions.

PAYMENT

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

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS

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

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

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

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

FEDERAL HIGHWAY TRUST FUNDS
STATE HIGHWAY FUNDS

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

HIGHWAY REPAIR

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

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

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

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

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

10-1.01 ORDER OF WORK

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

No work shall be performed without maintaining convenient access to driveways, businesses, and buildings along the line of work. Delivery trucks must be able to deliver and pick up for all businesses.

The Contractor shall notify the Engineer and impacted businesses, in writing, of those business establishments that will be impacted at least one week prior to actual construction which will cause the impact.

The Contractor shall not store equipment in the parking lot of the businesses, without the property owner's permission.

The Contractor shall schedule excavation, cold planing, and paving operations so that each structural section segment is completed at the end of the work period. The excavated or cold planed area shall be replaced with the first layer of asphalt concrete as shown on the plans at the end of each work period. All the adjacent lanes within the initial work segment shall be completed with asphalt concrete before proceeding to construct the next contiguous work segment. The uppermost layer of asphalt concrete shall be placed uninterrupted.

The Contractor shall schedule the operations on a single work area at Stage 3 to 9 so that once work has begun it shall be carried out expeditiously. No delay in construction longer than 3 days will be allowed, unless restricted by a holiday or inclement weather.

Attention is directed to "Move-In/Move-Out (Erosion Control)" of these special provisions regarding the application of erosion control multiple times as directed by the Engineer.

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.

Removal of each existing tree shall be coordinated with the removal of adjacent curb, sidewalk and pavement. No tree shall be removed until verified by the Engineer that such tree removal is necessary.

Within 24 hours after completion of work in each individual stage from Stage 3 through Stage 9, the Contractor shall request relief from maintenance and responsibility as provided in Section 7-1.15, "Relief From Maintenance and Responsibility," of the Standard Specifications. The Contractor shall not begin work on a subsequent stage until all work has been completed as necessary to be eligible for relief of maintenance and responsibility.

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

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

The first order of work shall be to place the order for the traffic signal equipment.

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

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

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

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

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

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

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

Prior to constructing the initial paving lift, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the final paving lift has been placed. After completion of the paving operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per tonne for asphalt concrete, and no additional compensation will be allowed therefor.

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

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

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.

10-1.02 WATER POLLUTION CONTROL

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

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

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

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

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

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

The Permits require the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared in conformance with the requirements of the Permits, the Department's "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and the Department's "Construction Site Best Management Practices (BMPs) Manual," including addenda to those permits and manuals issued up to and including the date of advertisement of the project. These manuals are hereinafter referred to, respectively, as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm.

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

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

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

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

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The

Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
C. If the Department has retained funds, and it is subsequently determined that the State is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

The SWPPP shall apply to the areas within and those outside of the highway right of way that are directly related to construction operations including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, and access roads.

The SWPPP shall incorporate water pollution control practices in the following categories:

A. Soil stabilization.
B. Sediment control.
C. Wind erosion control.
D. Tracking control.
E. Non-storm water management.
F. Waste management and materials pollution control.

The following contract items of work shall be incorporated into the SWPPP as "Temporary Water Pollution Control Practices": Temporary Concrete Washout Facility, Temporary Construction Entrance. The Contractor's attention is directed to the special provisions provided for Temporary Water Pollution Control Practices.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents. The SWPPP shall also include a copy of the following: Notification of Construction.

The Contractor shall develop and include in the SWPPP the Sampling and Analysis Plan(s) as required by the Permits, and modifications thereto, and as required in "Sampling and Analytical Requirements" of this section.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual and shall incorporate water pollution control practices into the SWPPP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the "Construction Site BMPs Consideration Checklist" and the "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

Within 20 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 10 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate a condition of the Permits, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved SWPPP. Amendments to the SWPPP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer 25 days prior to the defined rainy season.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall include a Water Pollution Control Cost Break-Down in the SWPPP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the SWPPP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary Water Pollution Control Practices for which there are separate bid items. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the SWPPP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

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

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered "Project-Specific Minimum Requirements." The Contractor shall incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the SWPPP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the SWPPP, the

Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit, except for time-related overhead, shall be included in the individual items listed in the cost break-down.

WATER POLLUTION CONTROL COST BREAK-DOWN

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ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-4	Hydroseeding	M2			
SS-6	Straw Mulch	M2			
SS-7	Geotextiles, Plastic Covers & Erosion Control Blankets/Mats	M2			
SS-9	Earth Dikes/Drainage Swales & Lined Ditches	M			
SS-10	Outlet Protection/Velocity Dissipation Devices	EA	11		
SS-11	Slope Drains	EA			
SC-1	Silt Fence	M			
SC-3	Sediment Trap	EA			
SC-4	Check Dam	EA			
SC-5	Fiber Rolls	M			
SC-6	Gravel Bag Berm	M			
SC-7	Street Sweeping and Vacuuming	LS	LS		
SC-8	Sandbag Barrier	M			
SC-9	Straw Bale Barrier	M			
SC-10	Storm Drain Inlet Protection	EA	70		
WE-1	Wind Erosion Control	LS			
TC-3	Entrance/Outlet Tire Wash	EA			
NS-1	Water Conservation Practices	LS			
NS-2	Dewatering Operations	EA			
NS-3	Paving and Grinding Operations	LS	LS		
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS			
NS-7	Potable Water/Irrigation	LS			
NS-8	Vehicle and Equipment Cleaning	LS			
NS-9	Vehicle and Equipment Fueling	LS			
NS-10	Vehicle and Equipment Maintenance	LS			
NS-12	Concrete Curing	LS			
WM-1	Material Delivery and Storage	LS			
WM-2	Material Use	LS			
WM-3	Stockpile Management	LS			

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
WM-4	Spill Prevention and Control	LS			
WM-5	Solid Waste Management	LS			
WM-6	Hazardous Waste Management	LS			
WM-7	Contaminated Soil Management	LS			
WM-9	Sanitary/Septic Waste Management	LS			
WM-10	Liquid Waste Management	LS			

TOTAL _____

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the SWPPP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

SWPPP IMPLEMENTATION

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units. The Contractor's attention is directed to "Erosion Control (Type D)" and "Move-In/Move-Out (Erosion Control)" of these special provisions.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices shall be provided throughout the rainy season, defined as between October 15 and April 15.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

A. Prior to a forecast storm.
B. After a precipitation event which causes site runoff.
C. At 24 hour intervals during extended precipitation events.
D. Routinely, a minimum of once every two weeks outside of the defined rainy season.
E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of first-time non-storm water discharge events, excluding exempted discharges. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit an Annual Certification of Compliance, as contained in the Preparation Manual, to the Engineer.

SAMPLING AND ANALYTICAL REQUIREMENTS

The Contractor is required to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are:

A. preventing pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, to cause or contribute to exceedances of water quality objectives, and
B. preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired due to sediment, siltation or turbidity.

Sediment and Turbidity

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

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

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

The SAP shall identify sampling locations for collecting water quality samples and the rationale for their selection. A sampling location shall be designated (1) upstream of direct discharges from the construction site, (2) immediately downstream from the last point of direct discharge from the construction site, and (3) immediately down gradient of run-on point(s) to the right of way. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and shall be identified in the SAP. Qualifications of designated sampling personnel shall describe training and experience, and shall be included in the SWPPP. The SAP shall state the sampling preparation and collection procedures, quality assurance/quality control, sample labeling procedures, sample collection documentation, sample shipping and chain of custody procedures, sample numbering system, and reference the construction site health and safety plan.

The SAP shall specify that for discharges to 303(d) water bodies listed as impaired due to Sedimentation/Siltation, water quality samples will be analyzed for both Settleable Solids in conformance with the requirements of EPA Test Method 160.5 or equivalent method and Total Suspended Solids in conformance with EPA Test Method 160.2 or equivalent method, or for Suspended Sediment Concentration in conformance with the requirements in ASTM Designation D3977-97. For discharges to 303(d) water bodies listed as impaired due to Turbidity, the SAP shall specify that water quality samples will be analyzed for turbidity in conformance with the requirements in EPA Test Method 180.1 or equivalent method. For samples analyzed in the field by sampling personnel, collection, analysis, and equipment calibration shall be in conformance with the Manufacturer's specifications. For samples that will be analyzed by a laboratory, sampling, preservation, and analysis shall be performed by a State-certified laboratory in conformance with the requirements in 40 CFR 136. The SAP shall identify the specific State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method to be used. A list of State-certified laboratories that are approved by the Department is available at the following Internet site: http://www.dhs.ca.gov/ps/ls/elap/html/lablist_county.htm.

Non-Visible Pollutants

The project has the potential to discharge non-visible pollutants in storm water from the construction site. The project SWPPP shall contain a Sampling and Analysis Plan (SAP) that describes the sampling and analysis strategy and schedule to be implemented on the project for monitoring non-visible pollutants in conformance with this section.

The SAP shall identify potential non-visible pollutants that are known or should be known to occur on the construction site associated with the following: (1) construction materials, wastes or operations; (2) known existing contamination due to historical site usage; or (3) application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water. Planned material and waste storage areas, locations of known existing contamination, and areas planned for application of soil amendments shall be shown on the SWPPP Water Pollution Control Drawings.

The SAP shall identify a sampling schedule for collecting a sample down gradient from the applicable non-visible pollutant source and a sufficiently large uncontaminated control sample during the first two hours of discharge from rain events during daylight hours which result in a sufficient discharge for sample collection. If run-on occurs onto the non-visible pollutant source, a run-on sample that is immediately down gradient of the run-on to the Department's right of way shall be collected. A minimum of 72 hours of dry weather shall occur between rain events to distinguish separate rain events.

The SAP shall state that water quality sampling will be triggered when any of the following conditions are observed during the required storm water inspections conducted before or during a rain event:

A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.
B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.
C. Construction activities, such as application of fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound have occurred during a rain event or within 24 hours preceding a rain event, and there is the potential for discharge of pollutants to surface waters or drainage system.
D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and there is the potential for discharge of pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentration levels of non-visible pollutants in the soil amendment).
E. Storm water runoff from an area contaminated by historical usage of the site is observed to combine with storm water, and there is the potential for discharge of pollutants to surface waters or drainage system.

The SAP shall identify sampling locations for collecting down gradient and control samples, and the rationale for their selection. The control sampling location shall be selected where the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and be identified in the SAP. Qualifications of designated sampling personnel shall describe training and experience, and shall be included in the SWPPP. The SAP shall state monitoring preparation, sample collection procedures, quality assurance/quality control, sample labeling procedures, sample collection documentation, sample shipping and chain of custody procedures, sample numbering system, and reference the construction site health and safety plan.

The SAP shall identify the analytical method to be used for analyzing down gradient and control samples for potential non-visible pollutants on the project. For samples analyzed in the field by sampling personnel, collection, analysis, and equipment calibration shall be in conformance with the Manufacturer's specifications. For samples that will be analyzed by a laboratory, sampling, preservation, and analysis shall be performed by a State-certified laboratory in conformance with 40 CFR 136. The SAP shall identify the specific State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method to be used. A list of State-certified laboratories that are approved by the Department is available at the following internet site: http://www.dhs.ca.gov/ps/ls/elap/html/lablist_county.htm.

Analytical Results and Evaluation

The Contractor shall submit a hard copy and electronic copy of water quality analytical results and quality assurance/quality control data to the Engineer within 5 days of sampling for field analyses and within 30 days for laboratory analyses. Analytical results shall be accompanied by an evaluation from the Contractor to determine if down gradient samples show elevated levels of the tested parameter relative to levels in the control sample. If down gradient or downstream samples, as applicable, show increased levels, the Contractor will assess the BMPs, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify BMPs to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbs, or .mdb) shall have at a minimum the following information: sample identification number, contract number, constituent, reported value, method reference, method detection limit, and reported detection limit. The Contractor shall document sample collection during rain events.

Water quality sampling documentation and analytical results shall be maintained with the SWPPP on the project site until a Notice of Completion has been submitted and approved.

If construction activities or knowledge of site conditions change, such that discharges or sampling locations change, the Contractor shall amend the SAP in conformance with this section, "Water Pollution Control."

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate.
B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples required where appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

For items identified on the approved Water Pollution Control Cost Break-Down, the cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

Soil Stabilization

Temporary water pollution control practices except:
SS-1 Scheduling
SS-2 Preservation of Existing Vegetation

Sediment Control

Temporary water pollution control practices except:
SC-7 Street Sweeping and Vacuuming

Wind Erosion Control

No sharing of maintenance costs will be allowed.

Tracking Control

TC-1 Stabilized Construction Entrance/Exit.

Non-Storm Water Management

No sharing of maintenance costs will be allowed.

Waste Management & Materials Pollution Control

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Cleanup, repair, removal, disposal, improper installation, and replacement of water pollution control practices damaged by the Contractor's negligence, shall not be considered as included in the cost for performing maintenance.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on items with no shared maintenance costs.

Full compensation for non-shared maintenance costs of water pollution control practices, as specified in this section, "Water Pollution Control," shall be considered as included in the contract lump sum price paid for water pollution control and no additional compensation will be allowed therefor.

Water pollution control practices for which there is a contract item of work, will be measured and paid for as that contract item of work.

10-1.03 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Attention is directed to "Water Pollution Control" of these special provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

MATERIALS

Plastic Liner

Plastic liner shall be single ply, new polyethylene sheeting, a minimum of 0.25-mm thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liner shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

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

* or appropriate test method for specific polymer

Gravel bags shall be between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 10 mm and 20 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Straw bales shall be a minimum of 360 mm in width, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum 1.57 mm in diameter. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.

Stakes

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine, shall be cut from sound timber, and shall be straight and free from loose or unsound knots and other defects which would render them unfit for the purpose intended. Wood stakes shall be minimum 50 mm x 50 mm in size. Metal stakes may be used as an alternative, and shall be a minimum 13 mm in diameter. Stakes shall be a minimum 1.2 m in length. The tops of the metal stakes shall be

bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for Engineer's approval prior to installation.

Staples

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for Engineer's approval prior to installation.

Signs

Wood posts for signs shall conform to the provisions in Section 56-2.02B, "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in Section 56-2.02D, "Sign Panel Fastening Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

INSTALLATION

Temporary concrete washout facilities shall be as follows:

A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 56-2.03, "Construction," and Section 56-2.04, "Sign Panel Installation," of the Standard Specifications.
C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spillage or overflow.
E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
F. Plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days prior to installation.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete and liquid residue shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Temporary concrete washout facilities shall become the property of the Contractor and be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 300 mm. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. Plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facility shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary concrete washout facility resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of temporary concrete washout facility to be paid for will be measured as unit determined from actual count in place.

The contract unit price paid for temporary concrete washout facility shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal of temporary concrete washout facility, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary concrete washout facility required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to temporary concrete washout facility.

10-1.04 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed in conformance with the details shown on the plans, as specified in these special provisions and as directed by the Engineer.

MATERIALS

Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type ESA) shall conform to the following:

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Posts

Posts for temporary fence (Type ESA) shall be of one of the following:

A. Posts shall be fir or pine, a minimum of 38 mm x 50 mm in size, and a minimum 1.6 m in length. One end of the post shall be pointed. Posts shall not be treated with wood preservative.
B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6 m. One end of the steel post shall be pointed and the other end shall have a high visibility colored top.

Fasteners

Fasteners for attaching high visibility fabric to the posts shall be as follows:

A. The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier, as determined by the Engineer.
B. Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 600 mm along the length of the steel post.

INSTALLATION

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

A. Posts shall be driven into the soil a minimum of 400 mm. Posts shall be spaced at 2-m centers maximum and shall at all times support the fence in a vertical, upright position.
B. Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.
C. Temporary fence (Type ESA) shall be located to be unobstructed from view, as determined by the Engineer.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed temporary fence (Type ESA) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section.

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

MAINTENANCE

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred.

MEASUREMENT AND PAYMENT

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

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including maintenance and removal and disposal of materials, as specified in these special provisions, and as directed by the Engineer.

10-1.05 PRESERVATION OF PROPERTY

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

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 600 mm box and the minimum size of shrub replacement shall be No. 15 container. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

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

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

10-1.06 TEMPORARY CONSTRUCTION ENTRANCE

Temporary construction entrance shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Attention is directed to "Water Pollution Control" of these special provisions.

Temporary construction entrance shall be one of the water pollution control practices for tracking control. The Storm Water Pollution Prevention Plan shall include the use of temporary construction entrance.

Temporary construction entrance shall be Type 2 .

MATERIALS

Temporary Entrance Fabric

Temporary entrance fabric shall be manufactured from polyester, nylon or polypropylene material or any combination thereof. Temporary entrance fabric shall be a nonwoven, needle-punched fabric, free of any needles which may have broken off during the manufacturing process. Temporary entrance fabric shall be permeable and shall not act as a wicking agent.

Temporary entrance fabric shall be manufactured from virgin or recycled, or a combination of virgin and recycled, polymer materials. No virgin or recycled materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Temporary entrance fabric shall conform to the following requirements:

Specification	Requirements
Mass per unit area, grams per square meter, min. ASTM Designation: D 5261	235
Grab tensile strength (25-mm grip), kilonewtons, min. ASTM Designation: D4632*	0.89
Elongation at break, percent min. ASTM Designation: D4632*	50
Toughness, kilonewtons, min. (percent elongation x grab tensile strength)	53

* or appropriate test method for specific polymer

Rocks

Rocks shall be angular to subangular in shape, and shall conform to the material quality requirements in Section 72-2.02, "Materials," of the Standard Specifications for apparent specific gravity, absorption, and durability index. Rocks used for the temporary entrance shall conform to the following sizes:

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

Corrugated Steel Panels

Corrugated steel panels shall be prefabricated and shall be pressed or shop welded, with a slot or hooked section to facilitate coupling at the ends of the panels.

INSTALLATION

Temporary construction entrance shall be installed as follows:

A. Prior to placing the temporary entrance fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Trash, debris, and removed vegetation shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
B. A sump shall be constructed within 6 m of each temporary construction entrance as shown on the plans. The exact location of the sump will be determined by the Engineer.
C. Before placing the temporary entrance fabric, the ground shall be graded to a uniform plane. The relative compaction of the top 0.5-m shall be not less than 90 percent. The ground surface shall be free of sharp objects that may damage the temporary entrance fabric, and shall be graded to drain to the sump as shown on the plans.
D. Temporary entrance fabric shall be positioned longitudinally along the alignment of the entrance, as directed by the Engineer.
E. The adjacent ends of the fabric shall be overlapped a minimum length of 300 mm.
F. Rocks to be placed directly over the fabric shall be spread in the direction of traffic, longitudinally and along the alignment of the temporary construction entrance.
G. During spreading of the rocks, vehicles or equipment shall not be driven directly on the fabric. A layer of rocks of minimum 150 mm thick shall be placed between the fabric and the spreading equipment to prevent damage to the fabric.
H. For Type 2 temporary construction entrance, a minimum of 6 coupled panel sections shall be installed for each temporary construction entrance. Prior to installing the panels, the ground surface shall be cleared of all debris to ensure uniform contact with the ground surface.

Fabric damaged during rock placement shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 450-mm overlap on all edges.

Details for alternative temporary construction entrance shall be submitted to the Engineer for approval at least 7 days prior to installation.

If buildup of soil and sediment deter the function of the temporary construction entrance, the Contractor shall immediately remove and dispose of the soil and sediment, and install additional corrugated steel panels and spread additional rocks to increase the capacity of the temporary construction entrance at the Contractor's expenses.

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

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary construction entrance, including the sumps, shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

While the temporary construction entrance is in use, pavement shall be cleaned and sediment removed at least once a day, and as often as necessary when directed by the Engineer. Soil and sediment or other extraneous material tracked onto existing pavement shall not be allowed to enter drainage facilities.

MAINTENANCE

The Contractor shall maintain temporary construction entrance throughout the contract or until removed. The Contractor shall prevent displacement or migration of the rock surfacing or corrugated steel panels. Any significant depressions resulted from settlement or heavy equipment shall be repaired by the Contractor, as directed by the Engineer.

Temporary construction entrance shall be maintained to minimize tracking of soil and sediment onto existing public roads.

Temporary construction entrance shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary construction entrance resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of temporary construction entrance to be paid for will be measured as unit determined from actual count in place.

The contract unit price paid for temporary construction entrance shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing temporary construction entrance, complete in place, including excavation and backfill, maintenance, and removal of temporary construction entrance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary construction entrance required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to temporary construction entrance.

10-1.07 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. 05-491514) to replace planting for pavement rehabilitation project in Monterey County in Salinas on Route 68 from Blanco Road to John Street (KP R31.9 to KP 34.3) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

10-1.08 PROGRESS SCHEDULE (CRITICAL PATH METHOD)

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these special provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule.

Attention is directed to "Payments" of Section 5 of these special provisions.

The provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

DEFINITIONS

The following definitions shall apply to this section:

A. ACTIVITY.—A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.
B. BASELINE SCHEDULE.—The initial schedule representing the Contractor's work plan on the first working day of the project.
C. CONTRACT COMPLETION DATE.—The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications.
D. CRITICAL PATH.—The longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.

E. CRITICAL PATH METHOD (CPM).—A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.
F. DATA DATE.—The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
G. EARLY COMPLETION TIME.—The difference in time between an early scheduled completion date and the contract completion date.
H. FLOAT.—The difference between the earliest and latest allowable start or finish times for an activity.
I. MILESTONE.—An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.
J. NARRATIVE REPORT.—A document submitted with each schedule that discusses topics related to project progress and scheduling.
K. NEAR CRITICAL PATH.—A chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.
L. SCHEDULED COMPLETION DATE.—The planned project finish date shown on the current accepted schedule.
M. STATE OWNED FLOAT ACTIVITY.—The activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.
N. TIME IMPACT ANALYSIS.—A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.
O. TOTAL FLOAT.—The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
P. UPDATE SCHEDULE.—A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

GENERAL REQUIREMENTS

The Contractor shall submit to the Engineer baseline, monthly update and final update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

Schedules shall include, but not be limited to, activities that show the following that are applicable to the project:

A. Project characteristics, salient features, or interfaces, including those with outside entities, that could affect time of completion.
B. Project start date, scheduled completion date and other milestones.
C. Work performed by the Contractor, subcontractors and suppliers.
D. Submittal development, delivery, review and approval, including those from the Contractor, subcontractors and suppliers.
E. Procurement, delivery, installation and testing of materials, plants and equipment.
F. Testing and settlement periods.
G. Utility notification and relocation.
H. Erection and removal of falsework and shoring.
I. Major traffic stage switches.
J. Finishing roadway and final cleanup.
K. State-owned float as the predecessor activity to the scheduled completion date.

Schedules shall have not less than 50 and not more than 500 activities, unless otherwise authorized by the Engineer. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

A. A clear and legible description.
B. Start and finish dates.

C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
D. At least one predecessor and one successor activity, except for project start and finish milestones.
E. Required constraints.
F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently or by completing activities earlier than planned. The Contractor may also submit for approval a cost reduction incentive proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications that will reduce time of construction.

The Contractor may show a scheduled completion date that is later than the contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

State-owned float shall be considered a resource for the exclusive use of the State. The Engineer may accrue State-owned float by the early completion of review of any type of required submittal when it saves time on the critical path. The Contractor shall prepare a time impact analysis, when requested by the Engineer, to determine the effect of the action in conformance with the provisions in "Time Impact Analysis" specified herein. The Engineer will document State-owned float by directing the Contractor to update the State-owned float activity on the next update schedule. The Contractor shall include a log of the action on the State-owned float activity and include a discussion of the action in the narrative report. The Engineer may use State-owned float to mitigate past, present or future State delays by offsetting potential time extensions for contract change orders.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications. The Contractor shall prepare a time impact analysis to determine the effect of the change in conformance with the provisions in "Time Impact Analysis" specified herein, and shall include the impacts acceptable to the Engineer in the next update schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one or more working days because of the ordered change.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

COMPUTER SOFTWARE

The Contractor shall submit to the Engineer for approval a description of proposed software before delivery. The software shall be the current version of Primavera SureTrak Project Manager for Windows, or equal, and shall be compatible with Windows NT (version 4.0) operating system. If software other than SureTrak is proposed, it shall be capable of generating files that can be imported into SureTrak.

The Contractor shall furnish schedule software and all original software instruction manuals to the Engineer with submittal of the baseline schedule. The furnished schedule software shall become the property of the State and will not be returned to the Contractor. The State will compensate the Contractor in conformance with the provisions in Section 4-1.03, "Extra Work," of the Standard Specifications for replacement of software which is damaged, lost or stolen after delivery to the Engineer.

The Contractor shall instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within 20 working days of contract approval, the Contractor shall provide a commercial 8-hour training session for 2 Department employees in the use of the software at a location acceptable to the Engineer. It is recommended that the Contractor also send at least 2 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software. If software other than SureTrak is furnished, then the training session shall be a total of 16-hours for each Department employee.

NETWORK DIAGRAMS, REPORTS AND DATA

The Contractor shall include the following for each schedule submittal:

A. Two sets of originally plotted, time-scaled network diagrams.
B. Two copies of a narrative report.
C. Two copies of each of 3 sorts of the CPM software-generated tabular reports.
D. One 1.44-megabyte 90 mm (3.5 inch) floppy diskette containing the schedule data.

The time-scaled network diagrams shall conform to the following:

A. Show a continuous flow of information from left to right.
B. Be based on early start and early finish dates of activities.
C. Clearly show the primary paths of criticality using graphical presentation.
D. Be prepared on E-size sheets, 860 mm x 1120 mm (34 inch x 44 inch).
E. Include a title block and a timeline on each page.

The narrative report shall be organized in the following sequence with all applicable documents included:

A. Contractor's transmittal letter.
B. Work completed during the period.
C. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours.
D. Description of the current critical path.
E. Changes to the critical path and scheduled completion date since the last schedule submittal.
F. Description of problem areas.
G. Current and anticipated delays:

    1. Cause of delay.
    2. Impact of delay on other activities, milestones and completion dates.
    3. Corrective action and schedule adjustments to correct the delay.

H. Pending items and status thereof:

    1. Permits
    2. Change orders
    3. Time adjustments
    4. Non-compliance notices

I. Reasons for an early or late scheduled completion date in comparison to the contract completion date.

Tabular reports shall be software-generated and provide information for each activity included in the project schedule. Three different reports shall be sorted by (1) activity number, (2) early start and (3) total float. Tabular reports shall be 215 mm x 280 mm (8 1/2 inch x 11 inch) in size and shall include, as a minimum, the following applicable information:

A. Data date
B. Activity number and description
C. Predecessor and successor activity numbers and descriptions
D. Activity codes
E. Scheduled, or actual and remaining durations (work days) for each activity
F. Earliest start (calendar) date
G. Earliest finish (calendar) date
H. Actual start (calendar) date
I. Actual finish (calendar) date
J. Latest start (calendar) date
K. Latest finish (calendar) date
L. Free float (work days)
M. Total float (work days)
N. Percentage of activity complete and remaining duration for incomplete activities.

O. Lags
P. Required constraints

Schedule submittals will only be considered complete when all documents and data have been provided as described above.

PRE-CONSTRUCTION SCHEDULING CONFERENCE

The Contractor shall schedule and the Engineer will conduct a pre-construction scheduling conference with the Contractor's project manager and construction scheduler within 10 working days of the approval of the contract. At this meeting the Engineer will review the requirements of this section of the special provisions with the Contractor.

The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, then the general time-scaled logic diagram shall also display the deviations and resulting time impacts. The Contractor shall be prepared to discuss the proposal.

At this meeting, the Contractor shall additionally submit the alphanumeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, bridge number, station to station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline.

The Engineer will review the logic diagram, coding structure, and activity identification system, and provide any required baseline schedule changes to the Contractor for implementation.

BASELINE SCHEDULE

Beginning the week following the pre-construction scheduling conference, the Contractor shall meet with the Engineer weekly until the baseline schedule is accepted by the Engineer to discuss schedule development and resolve schedule issues.

The Contractor shall submit to the Engineer a baseline schedule within 20 working days of approval of the contract. The Contractor shall allow 3 weeks for the Engineer's review after the baseline schedule and all support data are submitted. In addition, the baseline schedule submittal will not be considered complete until the computer software is delivered and installed for use in review of the schedule.

The baseline schedule shall include the entire scope of work and how the Contractor plans to complete all work contemplated. The baseline schedule shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

The baseline schedule shall not extend beyond the number of working days specified in these special provisions. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

If the Contractor submits an early completion baseline schedule that shows contract completion in less than 85 percent of the working days specified in these special provisions, the baseline schedule shall be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations shall be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for the Contractor and subcontractors. The Contractor shall use average composite crews to display the labor loading of on-site construction activities. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms shall show labor crafts and equipment classes to be utilized on the contract. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable.

UPDATE SCHEDULE

The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow 2 weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until the previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a data date of the twenty-first day of the month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percent complete and finish dates shall be shown as applicable. Durations for work that has been completed shall be shown on the update schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. The Contractor shall state in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then the Contractor shall submit a time impact analysis as described herein.

TIME IMPACT ANALYSIS

The Contractor shall submit a written time impact analysis (TIA) to the Engineer with each request for adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change may impact the critical path or contract progress.

The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed. The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of contract time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

The Contractor shall submit a TIA in duplicate within 15 working days of receiving a written request for a TIA from the Engineer. The Contractor shall allow the Engineer 2 weeks after receipt to approve or reject the submitted TIA. All approved TIA schedule changes shall be shown on the next update schedule.

If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will be allowed 15 days from the meeting with the Engineer to give notice in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update schedules. If agreement is reached at a later date, approved TIA schedule changes shall be shown on the next update schedule. The Engineer will withhold remaining payment on the schedule contract item if a TIA is requested by the Engineer and not submitted by the Contractor within 15 working days. The schedule item payment will resume on the next estimate after the requested TIA is submitted. No other contract payment will be retained regarding TIA submittals.

FINAL UPDATE SCHEDULE

The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these special provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)", will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

PAYMENT

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

Payments for the progress schedule (critical path method) contract item will be made progressively as follows:

A. A total of 25 percent of the item amount or a total of 25 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon achieving all of the following:

   1. Completion of 5 percent of all contract item work.
   2. Acceptance of all schedules and TIAs required to the time when 5 percent of all contract item work is complete.
   3. Delivery of schedule software to the Engineer.
   4. Completion of required schedule software training.

B. A total of 50 percent of the item amount or a total of 50 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of 25 percent of all contract item work and acceptance of all schedules and TIAs required to the time when 25 percent of all contract item work is complete.
C. A total of 75 percent of the item amount or a total of 75 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of 50 percent of all contract item work and acceptance of all schedules and TIAs required to the time when 50 percent of all contract item work is complete.
D. A total of 100 percent of the item amount or a total of 100 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of all contract item work, acceptance of all schedules and TIAs required to the time when all contract item work is complete, and submittal of the certified final update schedule.

If the Contractor fails to complete any of the work or provide any of the schedules required by this section, the Engineer shall make an adjustment in compensation in conformance with the provisions in Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in furnishing schedules.

10-1.09 TIME-RELATED OVERHEAD

The Contractor will be compensated for time-related overhead in conformance with these special provisions.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" of these special provisions.

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

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

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

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

The quantity of time-related overhead associated with a reduction in contract time for cost reduction incentive proposals accepted and executed in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

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

Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field office overhead and home office overhead are:

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

Within 20 days of receipt of the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract item payment rate for time-related overhead, in excess of 149 percent of the number of working days specified in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor.

The quantity of time-related overhead to be paid will be measured by the working day, designated in the Engineer's Estimate as WDAY. The estimated number of working days is the number of working days, excluding days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. The quantity of time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date, and which satisfy any of the following criteria:

A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:

    1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
    2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
    3. Suspensions ordered due to factors beyond the control of and not caused by the State or the Contractor, for which the Contractor is granted extensions of time in conformance with the provisions of the third paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications.
    4. Other suspensions that mutually benefit the State and the Contractor.

B. Extensions of contract time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
C. Reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract price paid per working day for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of the independent Certified Public Accountant audit of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by joint venture partners, subcontractors, suppliers or other parties associated with the Contractor shall be considered as included in the various overhead costs for which the Contractor is compensated, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of the work, will be paid for upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

A. The contract item price.
B. Twenty percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions.

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

10-1.10 OBSTRUCTIONS

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

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

If these facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of the facilities, except as provided herein for conduit to be placed under pavement, until the owner, or the owner's representative, has located the facility by potholing, probing or other means that will locate and identify the facility. Conduit to be installed under pavement in the vicinity of these facilities shall be placed by the trenching method in conformance with the provisions in "Conduit" of these special provisions. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or the owner's representative, 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.

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

Attention is directed to "Railroad Relations and Insurance Requirements" of these special provisions regarding contacting the Railroad's "Call Before You Dig" at least 48 hours prior to commencing work.

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

Utility	Location	Date
3 PG&E electric poles	Southeast corner of Blanco Road & Route 68	10/01/04
2 PG&E electric vaults	Southeast corner of Blanco Road & Route 68	10/01/04
2 ComCast cable TV vaults	Southeast corner of Blanco Road & Route 68	10/01/04

The following utility facilities will be adjusted to grade during the progress of the contract and will require coordination with the Contractor's operations. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the utility company to complete their work:

Utility (address)	Location	Advance notice requirement
SBC California 1060 Tervin Street Salinas, CA 93901 (831)424-2656	From Stephanie Drive to Abbot Street (various)	2 days
California Water Service 1720 N. First Street San Jose, Ca 95112 (408)367-8360	Stephanie Drive and Blanco Road From Stephanie Drive to Abbott Road (Various)	2 weeks
Comcast Cable 2455 Henderson Way Monterey, CA 93940 (831)657-6026	From Blanco Road to Abbot Street (various)	48 hours
City of Salinas 200 Lincoln Avenue Salinas, CA 93901 (831)758-7427	SE corner of Katherine and Route 68 NW corner of Geil and Route 68 NE corner of Abbott and Route 68 SE corner of Abbott and Route 68	48 hours
Pacific Gas and Electric Co. 356 E. Alisal Street Salinas, CA 93901	From San Miguel to Abbott Road (Various) From Blanco Road to Abbott Road (Various)	6 weeks

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.

10-1.11 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications.

10-1.12 MOBILIZATION

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

10-1.13 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar

devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone. The Department maintains a secondary list at the following internet address: http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

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

10-1.14 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 "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

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

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

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

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

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

10-1.15 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 including any section closed to public traffic.

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 as shown on the plans.

A minimum of one paved traffic lane, not less than 3.3 m wide, shall be open for use by public traffic in each direction of travel.

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

No lane closures, shoulder closures, or other traffic restrictions will be allowed on the following special day(s):

AT&T National ProAm from February 3 to February 9
Annual Sea Otter Classic from April 11 to April 14
Grand Prix of Monterey/Cart from June 13 to June 15
Horse parade, 2nd weekend of July
Honda Superbike Classic from July 11 to July 13
Scottish Games and Celtic Festival from August 2 to August 3
California International Air Show from October 17 to October 19
Homecoming Parade (Friday) , 1st week in November
Street of Beth (Exhibit) 1st Baptist Church (5 days, Wednesday to Sunday) 1st week in December
Martin Luther King Day
Lincoln's Birthday
Cesar Chavez Day
Columbus Day

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

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

Chart No. 1
Multilane Lane Requirements

Mon-68 KP R27.0 to 33.29 (Geil Street)* and 33.55 (Avenue B) to 35.43*
Direction: East and West

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

Legend:

1	One lane open in direction of travel
	No lane closure allowed

REMARKS

* Separate chart for signalized intersections at Blanco Road, Pajaro Street, Abbott Street and Work Street. (See Chart 3.)

Access to driveways shall be maintained during business hours (7:00 a.m. to 6:00 p.m.).

When side street access is closed or restricted, detour signs shall be provided. All detour routes shall be approved by the Engineer.

A minimum of one changeable message sign (CMS) shall be provided for each direction of lane closure, to be signed and placed as directed by Engineer.

Chart No. 2
Multilane Lane Requirements

Mon-68 KP 33.29 (Geil Street) to 33.55 (Avenue B) Working Months Restricted to Mid-June to Mid-August **
Direction: East & West

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

Legend:

1	One lane open in direction of travel
	No lane closure allowed

REMARKS

**No closures in front of Salinas High School when in session. Contractor to verify dates with school district.

Access to driveways shall be maintained during business hours (7:00 a.m. to 6:00 p.m.).

When side street access is closed or restricted, detour signs shall be provided. All detour routes shall be approved by the Engineer.

A minimum of one changeable message sign (CMS) shall be provided for each direction of lane closure, to be signed and placed as directed by Engineer.

Chart No. 3
Multilane Lane Requirements

Location: KP 31.94/35.43 For Signalized Intersections at Blanco, Pajaro, Abbott and Work Streets.

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

Legend:

X Intersection may be closed, with signed detour packages for through movements, as approved by the Engineer.

No lane closure allowed

REMARKS:

Maximum of 57 hours (2.5 days) per stage shall be allowed for lane closures through these intersections. After that time, lanes will be open as necessary to allow the full range of turning movements at these intersections.

No closures Tuesday through Thursday.

A minimum of one changeable message sign (CMS) per approach shall be provided when the intersection is closed to any movement, to be signed and placed as directed by Engineer.

Chart No. 4
Ramp Lane Requirements

Location: Mon-68-KP R27.0 (Reservation Road), 28.83 (Spreckles), 35.4 (Jct. 101)

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

Legend:

X Ramp may be closed

No work that interferes with public traffic will be allowed

REMARKS:

Provide one Changeable Message Sign upstream of ramp advising of off-ramp closure.

Chart No. 5
Multilane Lane Requirements

Mon-68 KP R27.0/35.43 Final Lift – Paving & Striping Hours ONLY Direction: East and West

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

Legend:

1	One lane open in direction of travel
	No lane closure allowed

REMARKS

When side street access is closed or restricted, detour signs shall be provided. All detour routes shall be approved by the Engineer.

A minimum of one changeable message sign (CMS) shall be provided for each direction of lane closure, to be signed and placed as directed by Engineer.

10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS

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

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

CLOSURE SCHEDULE

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

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

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

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

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

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.

10-1.17 CONSTRUCTION ZONE ENHANCED ENFORCEMENT

Construction zone enhanced enforcement will be provided by the State as directed by the Engineer and in conformance with these special provisions. Construction zone enhanced enforcement shall consist of the presence of the California Highway Patrol (CHP) within and near the limits of construction to control the movement of public traffic within the work zone.

Construction zone enhanced enforcement will be provided at times deemed appropriate by the Engineer.

The Contractor shall submit a schedule to the Engineer at least 15 days prior to the performance of work requiring construction zone enhanced enforcement. The schedule shall include all activities requiring construction zone enhanced enforcement and the estimated hours of CHP support required for each activity. The work shall be performed within the number of hours allocated for CHP support.

The Contractor may request additional CHP support for other times and in support of other work activities. The Contractor shall bear the costs and expenses for additional CHP support. The CHP shall be compensated at an agreed rate of $55 per hour per CHP Officer. The agreed rate shall be considered full compensation for each hour, or portion thereof, that a CHP Officer is performing construction area enhanced enforcement. There will be no markup applied to any expenses connected with CHP support. The costs and expenses for requested additional CHP support will be deducted from moneys due to the Contractor.

The Engineer will make all arrangements with the CHP for scheduled and requested additional construction zone enhanced enforcement.

CHP support shall be scheduled in compliance with the provisions in "Closure Requirements and Conditions" of these special provisions. The Contractor will be notified in writing of assigned CHP support when the Contractor is informed of the approval of requested closures.

Cancellations to previously approved closures scheduled to include construction zone enhancement enforcement shall be submitted in writing to the Engineer at least 36 hours prior to the time when the closure is to be in place. Written notices of cancellation for a closure shall be delivered to the Engineer between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding designated legal holidays.

Cancellations with less than the 36-hour written notice may result in charges from the CHP. The Contractor shall bear any costs and expenses resulting from cancellations with less than the 36 hour written notice, except cancellations due to weather or circumstances beyond the control of the Contractor, as determined by the Engineer. The CHP shall be compensated not less than $50.00 per hour and no greater than 4 hours of overtime pay per CHP Officer scheduled to participate in the construction zone enhancement enforcement that is cancelled. The costs and expenses incurred for late cancellations will be deducted from moneys due or that may become due the Contractor.

The presence of the California Highway Patrol will not relieve the Contractor of responsibility of providing for the safety of the public in conformance with the requirements in Section 7-1.09, "Public Safety," nor relieve the Contractor from the responsibility for damage in conformance with the requirements in Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

10-1.18 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes and ramps 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 of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

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

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

STATIONARY LANE CLOSURE

When lane and ramp 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.

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

The traffic cones shown to be placed transversely across closed traffic lanes and shoulders on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be placed.

RAMP CLOSED signs (SC6-4) shall be used to inform motorists of the temporary closing of a freeway or expressway entrance or exit ramp for more than one day.

The SC6-4 signs shall be installed at least 7 calendar days prior to closing the ramp, but not more than 14 days in advance of the ramp closure. The Contractor shall notify the Engineer not less than 2 calendar days prior to installing the SC6-4 signs. The SC6-4 signs shall be stationary mounted and shall remain in place and visible to motorists during ramp closures.

The Contractor shall be responsible for maintaining accurate and timely information on the SC6-4 signs. The SC6-4 signs, when no longer required or when the information becomes outdated, shall be immediately covered or removed, or the sign message shall be updated.

MOVING LANE CLOSURE

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

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

A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.

   1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
   2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.

B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.

C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

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

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

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

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

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

10-1.19 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

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

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

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

TEMPORARY LANELINE AND CENTERLINE DELINEATION

Whenever lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement

markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

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

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

TEMPORARY EDGELINE DELINEATION

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

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

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

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

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

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

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

TEMPORARY TRAFFIC STRIPE (PAINT)

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

Temporary painted traffic stripe shall conform to the provisions in "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

At the Contractor's option, temporary removable striping tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be used instead of painted temporary traffic stripes. When traffic stripe tape is used in place of painted temporary traffic stripes, the tape will be measured and paid for by the meter as temporary traffic stripe (paint).

When painted traffic stripe is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary painted traffic stripe. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. When temporary reflective pavement markers are used in place of temporary painted traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical quantity of temporary traffic stripe (paint) required for the left edgeline the temporary pavement markers replace.

TEMPORARY PAVEMENT MARKING (PAINT)

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

Temporary painted pavement marking shall conform to the provisions in "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless whether on new or existing pavement.

At the Contractor's option, temporary removable pavement marking tape or permanent pavement marking tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be used instead of painted temporary pavement markings. When pavement marking tape is used, regardless of which type of tape is placed, the tape will be measured and paid for by the square meter as temporary pavement marking (paint).

TEMPORARY PAVEMENT MARKERS

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

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

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

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (paint).

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

MEASUREMENT AND PAYMENT

Temporary traffic stripe (paint) and temporary pavement marking (paint) will be measured and paid for in the same manner specified for paint traffic stripe (1-coat) and paint pavement marking (1-coat) in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the

Standard Specifications. Temporary pavement markers used for temporary laneline and centerline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

10-1.20 BARRICADE

Barricades shall be furnished, placed and maintained at the locations shown on the plans, specified in the Standard Specifications or in these special provisions or where designated by the Engineer. Barricades shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Prequalified and Tested Signing and Delineation Materials" of these special provisions regarding retroreflective sheeting for barricades.

Construction area sign and marker panels conforming to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans.

Sign panels for construction area signs and marker panels installed on barricades shall conform to the provisions in Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications.

Full compensation for furnishing, installing, maintaining, and removing construction area signs and marker panels on barricades shall be considered as included in the contract unit price paid for the type of barricade involved and no separate payment will be made therefor.

Barricades shown on the plans as part of a traffic control system will be paid for as provided in "Traffic Control System for Lane Closure" of these special provisions and will not be included in the count for payment of barricades.

10-1.21 PORTABLE CHANGEABLE MESSAGE SIGN

Two portable changeable message signs shall be furnished, placed, operated, and maintained for each freeway lane closure and one for each ramp closure at locations designated by the Engineer and shall conform to the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

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

All portable changeable message signs including the signs required by the lane closure charts in "Maintaining Traffic" of these special provisions will be paid for by a lump sum basis.

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

10-1.22 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.23 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.

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

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

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

A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755

   1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
   2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070

B. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205

   1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
   2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

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

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.24 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.

ABANDON CULVERT

Existing culverts, where shown on the plans to be abandoned, shall be abandoned in place or, at the option of the Contractor, the culverts shall be removed and disposed of. Resulting openings into existing structures that are to remain in place shall be plugged with commercial quality concrete containing not less than 300 kg of cement per cubic meter.

Abandoning culverts in place shall conform to the following:

A. Culverts that intersect the side slopes shall be removed to a depth of not less than one meter measured normal to the plane of the finished side slope, before being abandoned.

B. Culverts 300 mm in diameter and larger, shall, at the Contractor's option, be backfilled with either sand, controlled low strength material or slurry cement backfill conforming to the provisions in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications by any method acceptable to the Engineer that completely fills the pipe. Sand backfill material shall be clean, free draining, and free from roots and other deleterious substances.
C. The ends of culverts shall be securely closed by a 150 mm thick tight fitting plug or wall of commercial quality concrete.

Culverts shall not be abandoned until their use is no longer required. The Contractor shall notify the Engineer in advance of any intended culvert or pipeline abandonment.

Full compensation for concrete plugs, pipe removal, structure excavation, and backfill (including sand, controlled low strength material or slurry cement backfill) shall be considered as included in the contract unit price paid for abandon culvert and no additional compensation will be allowed therefor.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment will be made therefor.

REMOVE YELLOW OR WHITE THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Existing thermoplastic traffic stripe and pavement marking shall be removed at the locations shown on the plans and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Waste from removal of yellow thermoplastic traffic stripe and pavement marking contains lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Yellow thermoplastic traffic stripe and pavement marking exist from Station 55+80 to Station 84+73. Residue produced from when yellow thermoplastic are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.

The removed yellow thermoplastic shall be disposed of at a Class 1 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 45 days after accumulating 100 kg of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic residue as required by the facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 3360 L of waste or portion thereof, if less than 3360 L of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed. From each additional 840 L of waste or portion thereof, if less than 840 L are produced, a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 15 days prior to the start of removal of yellow thermoplastic traffic stripe and pavement marking. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic.

Prior to removing yellow thermoplastic traffic stripe and pavement marking, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 3.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic traffic stripe and pavement marking, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic traffic stripe and pavement marking to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow thermoplastic traffic stripe and pavement marking residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow thermoplastic traffic stripe and pavement marking residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

The contract lump sum price paid for Lead Compliance Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personnel protective equipment, training, air monitoring, and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for providing a written work plan for the removal, storage, and disposal of yellow thermoplastic traffic stripe and pavement marking shall be considered as included in the contract prices paid per meter for remove yellow thermoplastic traffic stripe or per square meter for remove yellow thermoplastic pavement marking no separate payment will be made therefor.

REMOVE DRAINAGE FACILITY

Existing culvert and inlets, where shown on the plans to be removed, shall be completely removed and disposed of.

REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

RESET ROADSIDE SIGN

Existing roadside signs, where shown on the plans to be reset, shall be removed and reset.

Each roadside sign shall be reset on the same day that the sign is removed.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

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.

ADJUST INLET TO GRADE

Existing drainage inlets shall be adjusted as shown on the plans.

Portland cement concrete shall be minor concrete or may be produced from commercial quality concrete containing not less than 350 kilograms of cement per cubic meter.

Where inlets are located in areas to be paved or surfaced, no individual structure shall be constructed to final grade until the paving or surfacing has been completed immediately adjacent to the structure.

ADJUST MANHOLE TO GRADE

Existing manholes shown on the plans to be adjusted to grade shall be adjusted to grade in conformance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications.

The Contractor shall notify the Engineer and the City of Salinas for adjusting the City of Salinas sewer and storm drain manholes to grade at least 48 hours in advance, prior to performing any work on the City's facilities. City of Salinas contact information is as follows:

Contact person	Telephone Number
City of Salinas, Senior Civil Engineer	(831)758-7427

ADJUST FRAME AND COVER TO GRADE

Frames and covers of existing water valves, and other facilities shall be adjusted to grade in conformance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications.

COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square meter. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing,

maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

REMOVE CONCRETE

Concrete curb, gore, curb ramp, sidewalk, and driveway, where shown on the plans to be removed, shall be removed.

The pay quantities of concrete to be removed will be measured by the cubic meter, measured before and during removal operations.

Concrete removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line to a minimum depth of 50 mm with a power driven saw before the concrete is removed.

10-1.25 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.26 REMOVE TREE

Trees shall be removed and disposed of in accordance with these special provisions and as directed by the Engineer.

Attention is directed to "Order of Work" of these special provisions regarding coordination of tree removal with curb, sidewalk and pavement removal.

The Engineer will determine which individual trees are to be removed. The locations for tree removal shown on the plans may change after inspection of root structures during adjacent curb, sidewalk and pavement removal.

Stumps and roots shall be completely removed within the vertical limits of the new tree well.

Holes resulting from the removal of trees shall be backfilled to the elevation of surrounding ground on the same day the trees are removed. Backfill shall be earthy material selected from excavation or imported material. Additional 100 mm thick "Class 2 Aggregate Base" conforming to Section 26-1.02A of the Standard Specification, except for payment, shall be placed to the level of new surrounding curb and sidewalk on the day adjacent curb or sidewalk is completed. Ponding and jetting of base will not be permitted.

Removed tree material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-l.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. At the Contractor's option and expense, prunings may be reduced to chipped material with wood chips less than 75 mm in length, 9 mm in width and 2 mm in thickness. Chipped materials shall be spread within the highway right of way at those locations designated by the Engineer. Chipped material shall not be substituted for mulch, nor shall the chipped material be placed within areas to receive mulch.

The quantity of remove tree will be measured by the unit as determined from actual count in place.

The contract unit price paid for remove tree shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in remove tree, including furnishing, hauling, placing, and compacting backfill material and aggregate base, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.27 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 0.6-m below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 20 mm from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic meter for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

10-1.28 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: D 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

10-1.29 MOVE-IN/MOVE-OUT (EROSION CONTROL)

Move-in/move-out (erosion control) shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of erosion control (Type D), as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of erosion control (Type D) elsewhere in these special provisions.

Quantities of move-in/move-out (erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of erosion control (Type D), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of move-in/move-out (erosion control) required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of move-in/move-out (erosion control).

10-1.30 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions.

If the slope on which the erosion control is to be placed is finished during the rainy season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately to the slope.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
B. Inoculated seed shall have a calcium carbonate coating.
C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lupinus bicolor (Pigmy-leaf Lupine)	40	4
Trifolium willdenovii (Tomcat Clover)	40	3

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Bromus carinatus (Native California Brome)	40	5
Eschscholzia californica (California Poppy)	35	3
Festuca rubra 'Molate' (Molate Red Fescue)	40	10
Hordeum b. californicum (California Barley)	40	5
Nessella pulchra (Purple Needlegrass)	30	10

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the name, address and telephone number of the grower.

Straw shall be derived from wheat or barley.

Straw shall be free of plastic, glass, metal, rocks, and refuse or other deleterious material.

Compost

At the option of the Contractor, compost may be either A, B, or any combination of both:

A. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products.
B. Class A, exceptional quality biosolids composts, conforming to the requirements in United States Environmental Protection Agency (EPA) regulation 40 CFR, Part 503c.

Compost shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rock shall not exceed 0.1-percent by weight or volume.

Compost shall be thermophilically processed for 15 days. During this process, the compost shall be maintained at minimum internal temperature of 55˚C and be thoroughly turned at least 5 times. A 90-day curing period shall follow the thermophilic process.

Compost shall be screened through a screen no larger than 12 mm.

Compost shall measure at least 6 on the maturity and stability scale with a Solvita test kit.

A Certificate of Compliance for compost shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall state the Solvita maturity and stability scale test result of the compost.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in separate applications in the following sequence:

A. The following mixture in the rates indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	7
Non-Legume Seed	33
Fiber	500

Material	Cubic Meter Per Hectare (Slope Measurement)
Compost	2

B. The Contractor may dry apply compost at the total of the rates specified in the preceding table and the following table instead of including it as part of the hydro-seeding operations. In areas where the compost is dry applied, all compost for that area shall be applied before the next operation.

C. Straw shall be applied at the rate of 4 tonnes per hectare based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.

D. The following mixture in the rates indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	500
Stabilizing Emulsion (Solids)	150

Material	Cubic Meter Per Hectare (Slope Measurement)
Compost	2

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The rates of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

Compost (erosion control) will be measured by the cubic meter in the vehicle at the point of delivery in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

The contract price paid per cubic meter for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.31 EXISTING HIGHWAY PLANTING

In addition to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications, work performed in connection with existing highway planting shall conform to the provisions in "Existing Highway Facilities," of these special provisions.

Replacement planting shall conform to the provisions in "Preservation of Property" of these special provisions.

MAINTAIN EXISTING PLANTED AREAS

Existing planted areas, designated on the plans to be maintained, shall be maintained throughout the life of the contract in conformance with these special provisions.

Attention is directed to "Preservation of Property" of these special provisions.

Existing plants shall be watered in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications. Within 10 working days after the start of work the Contractor shall submit a manual watering sforers approval.

Existing planted areas to be maintained shall be inspected for deficiencies by the Contractor in the presence of the Engineer. Deficiencies requiring corrective action shall include weeds; dead, diseased, or unhealthy plants; and other deficiencies needing corrective action to promote healthy plant life. The inspection shall be completed within 10 working days after the start of work.

Deficiencies found during the inspection shall be corrected within 10 working days after the inspection ends. Correction of deficiencies, as directed by the Engineer, will be paid for as extra work in conformance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications.

After deficiencies have been corrected, the Contractor shall perform work to maintain existing planted areas in a neat appearance and to promote healthgrowth.e the following:

A. Weeds shall be removed before the weeds reach the seed stage or growth or exceed 150 mm in length.
B. Trash, debris and weeds shall be removed from existing planted areas.

The contract lump sum price paid for maintain existing planted areas shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in maintain existing planted areas, complete in place, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

PRUNE EXISTING PLANTS

Existing plants shown on the plans to be pruned shall be pruned in conformance with the provisions in Section 20-4.055, "Pruning," of the Standard Specifications and American National Standards Institute (ANSI) A300-1995, "Tree, Shrub and Other Woody Plant Maintenance-Standard Practices," and "Tree-Pruning Guidelines," (1995) published by the International Society of Arboriculture (ISBN 1-881956-07-5) and these special provisions.

Pruning shall include removal of deadwood, suckers, and broken or bruised branches 25 mm or larger in diameter. Tree seal compounds shall not be used to cover pruning cuts.

Removed pruned materials shall be disposed of outside the highway right of way in conformance to the provisions in Section 7-l.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. At the Contractor's option, prunings may be reduced to chips. Chipped materials shall be spread within the highway right of way where designated by the Engineer.

Plants shall be watered immediately after pruning in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

The quantity of prune existing plants will be measured by the unit as determined from actual count in place.

The contract unit price paid for prune existing plants, except as otherwise provided, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in pruning existing plants, complete in place, including removing and disposing of pruned materials, or chipping and spreading of chipped materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ROOT PRUNE EXISTING PLANTS

Existing plants shown on the plans to be root pruned shall be in conformance with the provisions in Section 20-4.055, "Pruning," of the Standard Specifications and American National Standards Institute (ANSI) A300-1995, "Tree, Shrub and Other Woody Plant Maintenance-Standard Practices," and "Tree-Pruning Guidelines," (1995) published by the International Society of Arboriculture (ISBN 1-881956-07-5) and these special provisions.

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Root pruning shall include the following:

Root pruning shall be performed by a sharp instrument at right angles to the elongated growth of the root. Roots that are 40 millimeters or larger shall be pruned cleanly with the appropriate cutting tools. Root damage such as root splitting, bruising, and cracking is not allowed. All existing trees adjacent to concrete sidewalk, access ramps, driveway aprons, curb and gutter shall have their roots ground down to clear new concrete by eight (8) inches minimum vertically and four (4) inches to eight (8) inches minimum horizontally.

If the stability or survival of a tree is in question, approval from the Engineer is required prior to any root pruning. The extent of pruning shall be sufficient to accommodated the installation of the root barriers in conformance with "Root Barrier," of these special provisions.

Tree seal compounds shall not be used to cover pruning cuts.

Removed pruned materials shall be disposed of outside the highway right of way in conformance to the provisions in Section 7-l.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. At the Contractor's option, prunings may be reduced to chips. Chipped materials shall be spread within the highway right of way where designated by the Engineer.

Plants shall be watered immediately after pruning in conformance with the provisions in Section 10-4.06, "Watering," of the Standard Specifications.

The quantity of root prune existing plants will be measured by the unit as determined from actual count in place.

The contract unit price paid for root prune existing plants, except as otherwise provided, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in root pruning existing plants, complete in place, including removing and disposing of pruned materials, or chipping and spreading of chipped materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.32 ROOT BARRIER

Root barriers for trees designated on the plans, shall be installed in conformance with the details shown on the plans and at the time when existing trees are root pruned or at the time of installation of sidewalk or curb as applicable.

Root barriers shall be polypropylene plastic panel with added ultraviolet inhibitors. Each panel shall have:

Not less than 4 molded integral vertical root direct ribs protruding minimum 10 mm at 90 degrees from interior of the barrier panel, equally spaced apart. A minimum thickness of 2 millimeters and have self locking joiners requiring no glue.

Root Barriers shall be installed not less than 300, 450 and 600 millimeters deep, as designated on the plans, measured from finished grade of the planting area to the bottom of the barrier. Root barriers shall be placed along the outside edge of the tree well and installed in conformance with the manufacturer's instructions and recommendations.

A copy of the root barrier manufacturer's instructions shall be given to the Engineer prior to installation.

Root barriers installed at existing trees are to be paid for as Root Barriers per these special provisions. Root barriers installed at new trees are to be paid for as Highway Planting per these special provisions.

The contract price paid per meter for root barriers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing root barriers, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.33 GRAVEL MULCH

Gravel mulch work shall consist of furnishing and placing gravel mulch within tree wells of all existing trees in the urban section, including site preparation and in conformance with these special provisions, and as directed by the Engineer.

MATERIALS

Gravel

Gravel shall consist of crushed rock or decomposed granite particles, and shall be no more than 6.5-mm in particle size obtained from a single source and shall be approved for use by the Engineer.

The color of gravel shall be earthtone tan.

The Contractor shall submit a 2 kg sample of gravel to the Engineer for approval prior to delivery of materials to the site.

SITE PREPARATION

Areas to receive gravel mulch shall be cleared of trash and debris. Weeds shall be removed to the ground level. Cleared trash, debris and 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.

Earthwork shall conform to the provisions in "Earthwork" of these special provisions.

After clearing, the areas to receive gravel mulch shall be excavated to the depth shown on the plans, graded to a smooth surface. The subgrade shall be graded such that the finished elevation of the gravel mulch is no more than 13-mm below top of sidewalk or top of the curb.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Prior to placement of gravel mulch, the soil surface shall be smooth, firm stable and free of rocks, clods, foliage, roots or other material greater than 25 mm in diameter.

PLACEMENT

Gravel mulch shall be spread to a uniform depth of 75 mm within the entire tree well, raked to evenly blend the different gradation sizes and graded to form a smooth uniform surface. At the time the gravel is spread the moisture content shall be sufficient to obtain the required compaction, and shall be uniformly distributed throughout the material.

MEASUREMENT AND PAYMENT

Gravel mulch will be measured by the cubic meter as determined from actual measurements made parallel to the ground surface.

The contract price paid per cubic meter for gravel mulch shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing and placing gravel mulch, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.34 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.

10-1.35 ASPHALT CONCRETE

Asphalt concrete shall be Type A and shall conform to the provisions in Section 11-1, "Quality Control / Quality Assurance" of these special provisions.

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions in "Asphalt Concrete (Miscellaneous Areas)" of these special provisions.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion, or paving asphalt. Slow-setting asphaltic emulsion and rapid-setting asphaltic emulsion shall conform to the provisions in Section 39-8.02 of Section 11-1, "Quality Control / Quality Assurance," of these special provisions, and the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. When paving asphalt is used for paint binder; the grade will be determined by the Engineer. Paving asphalt shall be applied at a temperature of not less than 140°C or more than 175°C. Paving asphalt shall conform to the provisions in Section 39-8.02 of Section 11-1, "Quality Control / Quality Assurance," of these special provisions, and the provisions in Section 92, "Asphalts," of the Standard Specifications.

Paint binder (tack coat) shall be applied in the liter per square meter range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

Application Rates for Asphaltic Emulsion Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP)		
Type of surface to receive Paint binder (tack coat)	Slow-Setting Asphaltic Emulsion L/m^2 (Note A)	Rapid-Setting Asphaltic Emulsion L/m^2 (Note B)
Dense, compact surfaces, between layers, and on PCCP	0.20 – 0.35	0.10 – 0.20
Open, textured or dry, Aged surfaces	0.35 – 0.90	0.20 – 0.40

Note A: Slow-setting asphaltic emulsion is asphaltic emulsion diluted with additional water. Water shall be added and mixed with the asphaltic emulsion (containing up to 43 percent water) so the resulting mixture contains one part asphaltic emulsion and not more than one part added water. The water shall be added by the emulsion producer or at a facility that has the capability to mix or agitate the combined blend.

Note B: Undiluted rapid-setting asphaltic emulsion

Application Rates for Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP)	
Type of surface to receive paint binder (tack coat)	Paving Asphalt L/m^2
Dense, compact surfaces, between layers, and on PCCP	0.05 – 0.10
Open, textured or dry, aged surfaces	0.10 – 0.25

The Contractor may obtain a copy of the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete" at www.dot.ca.gov/hq/construc/qcqa.html.

The aggregate for Type A asphalt concrete shall conform to the 19-mm maximum, coarse grading specified in Section 39-2.02, "Aggregate," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

Aggregate for asphalt concrete dikes shall conform to the 9.5-mm maximum grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

In addition to the provisions in Section 39-9.01, "Spreading Equipment," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3 mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner the screed was controlled when placing the initial mat.

If the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

If the automatic screed controls fail to operate properly during a day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

In addition to the straightedge requirements in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt concrete pavement shall conform to the surface tolerances specified herein.

The top surface of the uppermost layer of Type A asphalt concrete surfacing shall be profiled by the Contractor, in the presence of the Engineer. Two profiles shall be obtained in each lane. The profiles shall be approximately one meter from and parallel with the edge of the lane.

Profiles shall be performed using a California Profilograph or equivalent in conformance with the requirements in California test 526 and as specified in these special provisions. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer.

Asphalt concrete pavement shall conform to the following Profile Index requirements:

A. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 600 m or more shall have a Profile Index of 8 mm or less for each 0.1-km section profiled.
B. Pavement on horizontal curves having a centerline curve radius of 300 m or more but less than 600 m, including the pavement within the superelevation transition of these curves, shall have a Profile Index of 16 mm or less for each 0.1-km section profiled.
C. Pavement containing high point areas with deviations indicated by the profilograph in excess of 7.5 mm in a length of 7.5 m or less shall be corrected by the Contractor regardless of the Profile Index of the each 0.1-km section profiled.

Profile Index requirements will not apply to the following areas of asphalt concrete pavement, but these areas shall conform to the straightedge requirements in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions:

A. Pavement on horizontal curves with a centerline curve radius of less than 300 m and pavement within the superelevation transition on those curves.
B. Pavement with a total thickness of 75 mm or less.
C. Pavement placed in a single lift when required by the special provisions.
D. Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-10.03, "Spreading," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.
E. Pavement for ramps and connectors with steep grades and high rates of superelevation, as determined by the Engineer.
F. Pavement on city or county streets and roads.
G. Pavement on turn lanes and collector lanes that are less than 500 meters in length.
H. Shoulders and miscellaneous areas.
I. Pavement placed one meter from and parallel with the joint between asphalt concrete pavement and existing curbs, gutters or existing pavement.
J. Pavement within 15 m of a transverse joint that separates the pavement from an existing pavement, approach slab or structure surface not constructed under the contract.

The Contractor shall complete initial runs of the profilograph prior to opening new pavement to public traffic. Profilograph operations shall be in conformance with the lane closure requirement in "Maintaining Traffic" of these special provisions. In the event that initial profiles can not be made prior to opening the pavement to public traffic, they shall be made the next day that lane closures are permitted for the area to be profiled.

Areas of the top surface of the uppermost layer of Type A asphalt concrete pavement that do not meet the specified surface tolerances shall be brought within tolerance by abrasive grinding. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the highway right of way.

Abrasive grinding shall be performed to reduce individual deviations in excess of 7.5 mm, and to reduce the Profile Index of the pavement to be within the specified tolerance. Deviations in excess of 7.5 mm which cannot be brought into specified tolerances by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Replacement or overlay pavement not meeting the specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense except that flagging costs will be paid for in conformance to the provisions in Section 12-2, "Flagging," of the Standard Specifications. . The Contractor shall profile the areas that have received abrasive grinding or corrective work until the final Profile Index of the area is within the specified tolerance.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

The original of the final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the State and shall be delivered to the Engineer prior to acceptance of the contract.

Full compensation for performing profiles corrective work shall be considered as included in the contract price paid per tonne for asphalt concrete (Type A) and no additional compensation will be allowed therefor.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 46 mm will not be allowed at any time between adjacent lanes open to public traffic.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement at each location prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

10-1.36 ASPHALT CONCRETE (MISCELLANEOUS AREAS)

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions for miscellaneous areas in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete placed in miscellaneous areas may be produced in conformance with the requirements for asphalt concrete placed on the traveled way in Section 11-1, "Quality Control/Quality Assurance," of these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes and overside drains shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Aggregate for asphalt concrete dikes shall conform to the 9.5-mm maximum grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area) in addition to the prices paid for the materials involved shall be limited to the areas listed on the plans.

Asphalt concrete placed in miscellaneous areas will be paid for at the contract price per tonne for asphalt concrete in conformance with the provisions in Section 11-1, "Quality Control/Quality Assurance," of these special provisions. Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," in Section 11-1, "Quality Control/Quality Assurance," of these special provisions, shall not apply to asphalt concrete placed in miscellaneous areas. Payment for placing asphalt concrete in miscellaneous areas and dikes will be in conformance with the provisions in Section 39-8.02, "Payment," of the Standard Specifications.

10-1.37 RECYCLED ASPHALT CONCRETE (CONTRACTOR OPTION)

At the option of the Contractor, the asphalt concrete mixture in "Asphalt Concrete" of these special provisions may consist of recycled asphalt concrete.

Recycled asphalt concrete shall conform to the provisions for asphalt concrete in "Asphalt Concrete" of these special provisions except that reclaimed asphalt pavement may be substituted for virgin aggregate at a rate of up to 15 percent by dry mass of the aggregate in the asphalt concrete.

Asphalt binder used in recycled asphalt concrete shall be the same specified for asphalt concrete in "Asphalt Concrete" of these special provisions.

Virgin aggregate to be combined with reclaimed asphalt pavement shall conform to the provisions of "Quality Control/Quality Assurance" of these special provisions.

Reclaimed asphalt pavement shall be from stockpiles, from single or multiple sources, located on surfaces that are smooth and free of debris and organic material. Stockpiles shall consist of only reclaimed asphalt pavement. The material in each reclaimed asphalt pavement stockpile shall be uniformly blended and homogeneous. Stockpiling and processing of reclaimed asphalt pavement will be permitted throughout the life of the project. Stockpiling and processing of reclaimed asphalt pavement shall be performed in a manner that will prevent contamination and segregation of the material. The Engineer shall be given unrestricted access to stockpiles for inspection and testing.

The amount of asphalt binder to be mixed with the combined virgin aggregate and reclaimed asphalt pavement will be determined by the Contractor in conformance with California Test 367 and will be reviewed by the Engineer in conformance with "Quality Control/Quality Assurance" of these special provisions. The asphalt content of the recycled asphalt concrete mixture shall conform to the specification limits of Table 39-9, "Minimum Quality Control Requirements" of "Quality Control/Quality Assurance" of these special provisions.

The substitution rate of reclaimed asphalt pavement for virgin aggregate shall be designated at the time of the asphalt mix design proposal. Changes in the substitution rate of reclaimed asphalt pavement will be permitted to adjust the final grade of the asphalt binder when supported by blending chart results, and with the approval of the Engineer.

Changes in the target values for aggregate gradings and asphalt content shall be considered a change in mix design in conformance with "Quality Control/Quality Assurance" of these special provisions. Changes in cold feed or hot bin proportions of the virgin aggregate to conform to the aggregate gradation requirements shall not be considered a change in the mix design.

When submitting the mix design for review in conformance with the provisions in "Quality Control/Quality Assurance" of these special provisions, the Contractor shall provide the Engineer with the following additional information:

A. Locations of processed reclaimed asphalt pavement stockpiles.
B. A 30-kg sample of processed reclaimed asphalt pavement representing the processed reclaimed asphalt pavement to be used. The sample shall be from a split sample used by the Contractor to determine the mix design for the recycled asphalt concrete produced.
C. The asphalt content of the processed reclaimed asphalt pavement sample, in conformance with the requirements in California Test 380.
D. A grading chart representing the gradation of the recycled asphalt concrete mixture. This chart will be the mathematical combination of the aggregate in reclaimed asphalt pavement and the proposed gradation of the virgin aggregate.

E. The results of gradation tests on the aggregate recovered from the reclaimed asphalt pavement sample, in conformance with the requirements in California Test 202.
F. The results of gradation tests on the combined aggregate recovered from the recycled asphalt concrete mixture proposed, in conformance with the requirements in California Test 202.
G. The results of tests on the asphalt binder recovered from the processed reclaimed asphalt pavement limited to absolute viscosity and penetration in conformance with the provisions in Section 92-1.02, "Grades," of the Standard Specifications. The rolling thin film oven (RTFO) procedure shall not be used before testing.
H. The results of tests, in conformance with the provisions in Section 92-1.02, "Grades," of the Standard Specifications, on the asphalt binder recovered from the proposed recycled asphalt concrete mixture demonstrating that the asphalt binder in the recycled asphalt concrete is the same grade as designated for asphalt concrete in "Asphalt Concrete" of these special provisions. Testing shall be limited to absolute viscosity and penetration for recovered asphalt binder. The RTFO procedure shall not be used before testing.
I. A Viscosity-Blending chart showing the grade of final asphalt binder using an asphalt blending chart similar to that shown in the Asphalt Institute, Asphalt Handbook, Manual Series No. 4 (MS-4).

Representative samples of reclaimed asphalt pavement to be used in the mix design review shall be obtained from the processed reclaimed asphalt pavement stockpiles. The Contractor shall sample and split the processed reclaimed asphalt pavement sample submitted for the mix design review from the stockpile in conformance with the provisions in California Test 125.

The provisions in "Quality Control/Quality Assurance" of these special provisions for storing and drying aggregate shall not apply to the reclaimed asphalt pavement. The virgin aggregate may be heated to a temperature of 175°C if, in the opinion of the Engineer, the higher temperature does not damage the new binder or the binder in the reclaimed asphalt pavement when the materials are combined.

The grading of the combined virgin aggregate and the processed reclaimed asphalt pavement in the recycled asphalt concrete shall conform to the specification limits of Table 39-9, "Minimum Quality Control Requirements" of "Quality Control/Quality Assurance" of these special provisions. The combined gradation shall be determined based on the mathematical combination of the virgin aggregate material gradation during production and the average reclaimed asphalt pavement gradation accepted for the mix analysis.

The Contractor's mixing equipment shall be equipped with a suitable, safe sampling device that will provide a sample, representative of actual production, of the virgin aggregate and processed reclaimed asphalt pavement being incorporated into the recycled asphalt concrete. Sampling shall conform to the provisions in "Quality Control/Quality Assurance" of these special provisions.

When recycled asphalt concrete is produced by batch mixing, the reclaimed asphalt pavement shall be kept separate from the virgin aggregate until both ingredients enter the weigh hopper or pugmill or other process as approved by the Engineer. The time of mixing after the reclaimed asphalt pavement has been added to the mix shall not be less than 35 seconds.

When recycled asphalt concrete is produced by continuous mixing, the reclaimed asphalt pavement shall be protected from direct contact with the burner flame by means of a shield, separator, second drum or other method approved by the Engineer. The binder shall be introduced into the mixer after the virgin aggregate and reclaimed asphalt pavement have been combined.

In addition to the Contractor process control requirements in "Quality Control/Quality Assurance" of these special provisions, the following tests shall be performed and test results shall be submitted to the Engineer. These tests are for information only.

Quality Characteristic	Test	Minimum Sampling and Testing Frequency	Point of Sampling	Reporting Time Allowance
Absolute viscosity of binder recovered from recycled asphalt concrete	AASHTO T202 or CT 380	10 000 tonnes 5 samples per project	Mat behind paver	5 days
Gradation of combined aggregate from recycled asphalt concrete	CT 202 (after extraction of binder)	5000 tonnes Not less than 1 sample per day	Mat behind paver	5 days

The Contractor shall take 30-kg samples of the recycled asphalt concrete for every 5000 tonnes placed and send them the Office of Materials Engineering and Testing Services (Attention: Asphalt Concrete Testing Lab) located at 5900 Folsom Boulevard, Sacramento, California 95819. Samples will be accompanied by a Form T101 designating the project stationing where the recycled asphalt concrete has been placed in addition to the information required to complete the form.

The provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall not apply to recycled asphalt concrete.

Full compensation for reclaimed asphalt concrete shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment therefor.

10-1.38 PILING

GENERAL

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

Attention is directed to "Welding" of these special provisions.

CAST-IN-DRILLED-HOLE CONCRETE PILES

Cast-in-drilled-hole concrete piling shall conform to the provisions in Section 49-4, "Cast-In-Place Concrete Piles," of the Standard Specifications and these special provisions.

The provisions of "Welding" of these special provisions shall not apply to temporary steel casings.

Cast-in-drilled-hole concrete piles 600 mm in diameter or larger may be constructed by excavation and depositing concrete under slurry.

Materials

Concrete deposited under slurry shall have a nominal penetration equal to or greater than 90 mm. Concrete shall be proportioned to prevent excessive bleed water and segregation.

Concrete deposited under slurry shall contain not less than 400 kg of cementitious material per cubic meter.

The combined aggregate grading used in concrete for cast-in-drilled-hole concrete piling shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading and shall conform to the requirements in Section 90-3 "Aggregate Gradings," of the Standard Specifications.

Mineral Slurry

Mineral slurry shall be mixed and thoroughly hydrated in slurry tanks, and slurry shall be sampled from the slurry tanks and tested before placement in the drilled hole.

Slurry shall be recirculated or continuously agitated in the drilled hole to maintain the specified properties.

Recirculation shall include removal of drill cuttings from the slurry before discharging the slurry back into the drilled hole. When recirculation is used, the slurry shall be sampled and tested at least every 2 hours after beginning its use until tests show that the samples taken from the slurry tank and from near the bottom of the hole have consistent specified properties. Subsequently, slurry shall be sampled at least twice per shift as long as the specified properties remain consistent.

Slurry that is not recirculated in the drilled hole shall be sampled and tested at least every 2 hours after beginning its use. The slurry shall be sampled midheight and near the bottom of the hole. Slurry shall be recirculated when tests show that the samples taken from midheight and near the bottom of the hole do not have consistent specified properties.

Slurry shall also be sampled and tested prior to final cleaning of the bottom of the hole and again just prior to placing concrete. Samples shall be taken from midheight and near the bottom of the hole. Cleaning of the bottom of the hole and placement of the concrete shall not start until tests show that the samples taken from midheight and near the bottom of the hole have consistent specified properties.

Mineral slurry shall be tested for conformance to the requirements shown in the following table:

MINERAL SLURRY		
PROPERTY	REQUIREMENT	TEST
Density (kg/m^3) - before placement in the drilled hole - during drilling - prior to final cleaning - immediately prior to placing concrete	 1030* to 1110* 1030* to 1200*	 Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) bentonite attapulgite	 29 to 53 29 to 42	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 to 10.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning - immediately prior to placing concrete	 less than or equal to 4.0	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m^3. Slurry temperature shall be at least 4 degrees Celsius when tested.		

Any caked slurry on the sides or bottom of hole shall be removed before placing reinforcement. If concrete is not placed immediately after placing reinforcement, the reinforcement shall be removed and cleaned of slurry, the sides of the drilled hole cleaned of caked slurry, and the reinforcement again placed in the hole for concrete placement.

Synthetic Slurry

Synthetic slurries shall be used in conformance with the manufacturer's recommendations and these special provisions. The following synthetic slurries may be used:

PRODUCT	MANUFACTURER
SlurryPro EXL	KB Technologies Ltd. 3648 FM 1960 West Suite 107 Houston, TX 77068 (800) 525-5237
Super Mud	PDS Company c/o Champion Equipment Company 8140 East Rosecrans Ave. Paramount, CA 90723 (562) 634-8180
Shore Pac GCV	CETCO Drilling Products Group 1350 West Shure Drive Arlington Heights, IL 60004 (847) 392-5800

Inclusion of a synthetic slurry on the above list may be obtained by meeting the Department's requirements for synthetic slurries. The requirements can be obtained from the Office of Structure Design, P.O. Box 942874, Sacramento, CA 94274-0001.

Synthetic slurries listed may not be appropriate for a given site.

Synthetic slurries shall not be used in holes drilled in primarily soft or very soft cohesive soils as determined by the Engineer.

A manufacturer's representative, as approved by the Engineer, shall provide technical assistance for the use of their product, shall be at the site prior to introduction of the synthetic slurry into a drilled hole, and shall remain at the site until released by the Engineer.

Synthetic slurries shall be sampled and tested at both mid-height and near the bottom of the drilled hole. Samples shall be taken and tested during drilling as necessary to verify the control of the properties of the slurry. Samples shall be taken and tested when drilling is complete, but prior to final cleaning of the bottom of the hole. When samples are in conformance with the requirements shown in the following tables for each slurry product, the bottom of the hole shall be cleaned and any loose or settled material removed. Samples shall be obtained and tested after final cleaning and immediately prior to placing concrete.

SlurryPro CDP synthetic slurries shall be tested for conformance to the requirements shown in the following table:

SLURRYPRO CDP KB Technologies Ltd.		
PROPERTY	REQUIREMENT	TEST

Density (kg/m^3) - during drilling - prior to final cleaning - just prior to placing concrete	less than or equal to 1075* less than or equal to 1025*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) - during drilling -prior to final cleaning - just prior to placing concrete	53 to 127 less than or equal to 74	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6 to 11.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning - just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m^3. Slurry temperature shall be at least 4 degrees Celsius when tested.		

Super Mud synthetic slurries shall be tested for conformance to the requirements shown in the following table:

SUPER MUD PDS Company		
PROPERTY	REQUIREMENT	TEST

Density (kg/m^3) - prior to final cleaning - just prior to placing concrete	less than or equal to 1025*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) - during drilling - prior to final cleaning - just prior to placing concrete	34 to 64 less than or equal to 64	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 to 10.0	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning -just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m^3. Slurry temperature shall be at least 4 degrees Celsius when tested.		

Shore Pac GCV synthetic slurries shall be tested for conformance to the requirements shown in the following table:

Shore Pac GCV CETCO Drilling Products Group		
PROPERTY	REQUIREMENT	TEST

Density (kg/m^3) - prior to final cleaning - just prior to placing concrete	less than or equal to 1025*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) - during drilling - prior to final cleaning - just prior to placing concrete	35 to 78 less than or equal to 60	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8.0 to 11.0	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning -just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m^3. Slurry temperature shall be at least 4 degrees Celsius when tested.		

Water Slurry

At the option of the Contractor water may be used as slurry when casing is used for the entire length of the drilled hole. Water slurry shall be tested for conformance to the requirements shown in the following table:

WATER SLURRY		
PROPERTY	REQUIREMENT	TEST
Density (kg/m^3) - prior to final cleaning - just prior to placing concrete	1017 *	Mud Weight (Density) API 13B-1 Section 1
Sand Content (percent) - prior to final cleaning -just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, salt water slurry may be used, and the allowable densities may be increased up to 32 kg/m^3.		

Construction

The Contractor shall submit a placing plan to the Engineer for approval prior to producing the test batch for cast-in-drilled-hole concrete piling and at least 10 working days prior to constructing piling. The plan shall include complete descriptions, details, and supporting calculations as listed below:

A. Requirements for all cast-in-drilled hole concrete piling:

1. Concrete mix design, certified test data, and trial batch reports.
2. Drilling or coring methods and equipment.
3. Proposed method for casing installation and removal when necessary.
4. Plan view drawing of pile showing reinforcement and inspection pipes, if required.
5. Methods for placing, positioning, and supporting bar reinforcement.
6. Methods and equipment for accurately determining the depth of concrete and actual and theoretical volume placed, including effects on volume of concrete when any casings are withdrawn.
7. Methods and equipment for verifying that the bottom of the drilled hole is clean prior to placing concrete.
8. Methods and equipment for preventing upward movement of reinforcement, including the Contractor's means of detecting and measuring upward movement during concrete placement operations.

B. Additional requirements when concrete is placed under slurry:

1. Concrete batching, delivery, and placing systems, including time schedules and capacities therefor. Time schedules shall include the time required for each concrete placing operation at each pile.
2. Concrete placing rate calculations. When requested by the Engineer, calculations shall be based on the initial pump pressures or static head on the concrete and losses throughout the placing system, including anticipated head of slurry and concrete to be displaced.
3. Suppliers' test reports on the physical and chemical properties of the slurry and any proposed slurry chemical additives, including Material Safety Data Sheet.
4. Slurry testing equipment and procedures.
5. Methods of removal and disposal of excavation, slurry, and contaminated concrete, including removal rates.
6. Methods and equipment for slurry agitating, recirculating, and cleaning.

In addition to compressive strength requirements, the consistency of the concrete to be deposited under slurry shall be verified before use by producing a test batch. The test batch shall be produced and delivered to the project under conditions and in time periods similar to those expected during the placement of concrete in the piles. Concrete for the test batch shall be placed in an excavated hole or suitable container of adequate size to allow for testing as specified herein. Depositing of test batch concrete under slurry will not be required. In addition to meeting the specified nominal penetration, the test batch shall meet the following requirements:

A. For piles where the time required for each concrete placing operation, as submitted in the placing plan, will be 2 hours or less, the test batch shall demonstrate that the proposed concrete mix design achieves either a penetration of at least 50 mm or a slump of at least 125 mm after twice that time has elapsed.
B. For piles where the time required for each concrete placing operation, as submitted in the placing plan, will be more than 2 hours, the test batch shall demonstrate that the proposed concrete mix design achieves either a penetration of at least 50 mm or a slump of at least 125 mm after that time plus 2 hours has elapsed.

The time period shall begin at the start of placement. The concrete shall not be vibrated or agitated during the test period. Penetration tests shall be performed in conformance with the requirements in California Test 533. Slump tests shall be performed in conformance with the requirements in ASTM Designation: C 143. Upon completion of testing, the concrete shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The concrete deposited under slurry shall be carefully placed in a compact, monolithic mass and by a method that will prevent washing of the concrete. Concrete deposited under slurry need not be vibrated. Placing concrete shall be a continuous operation lasting not more than the time required for each concrete placing operation at each pile, as submitted in the placing plan, unless otherwise approved in writing by the Engineer. The concrete shall be placed with concrete pumps and delivery tube system of adequate number and size to complete the placing of concrete in the time specified. The delivery tube system shall consist of one of the following:

A. A tremie tube or tubes, each of which are at least 250 mm in diameter, fed by one or more concrete pumps.

B. One or more concrete pump tubes, each fed by a single concrete pump.

The delivery tube system shall consist of watertight tubes with sufficient rigidity to keep the ends always in the mass of concrete placed. If only one delivery tube is utilized to place the concrete, the tube shall be placed near the center of the drilled hole. Multiple tubes shall be uniformly spaced in the hole. Internal bracing for the steel reinforcing cage shall accommodate the delivery tube system. Tremies shall not be used for piles without space for a 250-mm tube.

Spillage of concrete into the slurry during concrete placing operations shall not be allowed. Delivery tubes shall be capped with a watertight cap, or plugged above the slurry level with a good quality, tight fitting, moving plug that will expel the slurry from the tube as the tube is charged with concrete. The cap or plug shall be designed to be released as the tube is charged. The pump discharge or tremie tube shall extend to the bottom of the hole before charging the tube with concrete. After charging the delivery tube system with concrete, the flow of concrete through a tube shall be induced by slightly raising the discharge end. During concrete placement, the tip of the delivery tube shall be maintained as follows to prevent reentry of the slurry into the tube. Until at least 3 m of concrete has been placed, the tip of the delivery tube shall be within 150 mm of the bottom of the drilled hole, and then the embedment of the tip shall be maintained at least 3 m below the top surface of the concrete. Rapid raising or lowering of the delivery tube shall not be permitted. If the seal is lost or the delivery tube becomes plugged and must be removed, the tube shall be withdrawn, the tube cleaned, the tip of the tube capped to prevent entrance of the slurry, and the operation restarted by pushing the capped tube 3 m into the concrete and then reinitiating the flow of concrete.

When slurry is used, a fully operational standby concrete pump, adequate to complete the work in the time specified, shall be provided at the site during concrete placement. The slurry level shall be maintained within 300 mm of the top of the drilled hole.

A log of concrete placement for each drilled hole shall be maintained by the Contractor when concrete is deposited under slurry. The log shall show the pile location, tip elevation, dates of excavation and concrete placement, total quantity of concrete deposited, length and tip elevation of any casing, and details of any hole stabilization method and materials used. The log shall include a 215 mm x 280 mm sized graph of the concrete placed versus depth of hole filled. The graph shall be plotted continuously throughout placing of concrete. The depth of drilled hole filled shall be plotted vertically with the pile tip oriented at the bottom and the quantity of concrete shall be plotted horizontally. Readings shall be made at least at each 1.5 m of pile depth, and the time of the reading shall be indicated. The graph shall be labeled with the pile location, tip elevation, cutoff elevation, and the dates of excavation and concrete placement. The log shall be delivered to the Engineer within one working day of completion of placing concrete in the pile.

After placing reinforcement and prior to placing concrete in the drilled hole, if drill cuttings settle out of the slurry, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

If temporary casing is used, concrete placed under slurry shall be maintained at a level at least 1.5 m above the bottom of the casing. The withdrawal of casings shall not cause contamination of the concrete with slurry.

Material resulting from using slurry shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Acceptance Testing and Mitigation

Vertical inspection pipes for acceptance testing shall be provided in all cast-in-drilled-hole concrete piles that are 600 mm in diameter or larger, except when the holes are dry or when the holes are dewatered without the use of temporary casing to control ground water.

Inspection pipes shall be Schedule 40 polyvinyl chloride pipes with a nominal inside diameter of 50 mm. Each inspection pipe shall be capped top and bottom and shall have watertight couplers to provide a clean, dry and unobstructed 50-mm diameter clear opening from 1.0 m above the pile cutoff down to the bottom of the reinforcing cage.

If the Contractor drills the hole below the specified tip elevation, the reinforcement and the inspection pipes shall be extended to 75 mm clear of the bottom of the drilled hole.

Inspection pipes shall be placed around the pile, inside the outermost spiral or hoop reinforcement, and 75 mm clear of the vertical reinforcement, at a uniform spacing not exceeding 840 mm measured along the circle passing through the centers of inspection pipes. A minimum of 2 inspection pipes per pile shall be used. When the vertical reinforcement is not bundled and each bar is not more than 26 mm in diameter, inspection pipes may be placed 50 mm clear of the vertical reinforcement. The inspection pipes shall be placed to provide the maximum diameter circle that passes through the centers of the inspection pipes while maintaining the clear spacing required herein. The pipes shall be installed in straight alignment, parallel to the main reinforcement, and securely fastened in place to prevent misalignment during installation of the reinforcement and placing of concrete in the hole.

The Contractor shall log the location of the inspection pipe couplers with respect to the plane of pile cut off, and these logs shall be delivered to the Engineer upon completion of the placement of concrete in the drilled hole.

After placing concrete and before requesting acceptance tests, each inspection pipe shall be tested by the Contractor in the presence of the Engineer by passing a 48.3-mm diameter rigid cylinder 610 mm long through the complete length of pipe.

If the 48.3-mm diameter rigid cylinder fails to pass any of the inspection pipes, the Contractor shall attempt to pass a 32.0-mm diameter rigid cylinder 1.375 m long through the complete length of those pipes in the presence of the Engineer. If an inspection pipe fails to pass the 32.0-mm diameter cylinder, the Contractor shall immediately fill all inspection pipes in the pile with water.

The Contractor shall replace each inspection pipe that does not pass the 32.0-mm diameter cylinder with a 50.8-mm diameter hole cored through the concrete for the entire length of the pile. Cored holes shall be located as close as possible to the inspection pipes they are replacing and shall be no more than 150 mm inside the reinforcement. Coring shall not damage the pile reinforcement. Cored holes shall be made with a double wall core barrel system utilizing a split tube type inner barrel. Coring with a solid type inner barrel will not be allowed. Coring methods and equipment shall provide intact cores for the entire length of the pile concrete. The coring operation shall be logged by an Engineering Geologist or Civil Engineer licensed in the State of California and experienced in core logging. Coring logs shall include complete descriptions of inclusions and voids encountered during coring, and shall be delivered to the Engineer upon completion. Concrete cores shall be preserved, identified with the exact location the core was recovered from within the pile, and made available for inspection by the Engineer.

Acceptance tests of the concrete will be made by the Engineer, without cost to the Contractor. Acceptance tests will evaluate the homogeneity of the placed concrete. Tests will include gamma-gamma logging. Tests may also include crosshole sonic logging and other means of inspection selected by the Engineer. The Contractor shall not conduct operations within 8.0 m of the gamma-gamma logging operations. The Contractor shall separate reinforcing steel as necessary to allow the Engineer access to the inspection pipes to perform gamma-gamma logging or other acceptance testing. After requesting acceptance tests and providing access to the piling, the Contractor shall allow 3 weeks for the Engineer to conduct these tests and make determination of acceptance if the 48.3-mm diameter cylinder passed all inspection pipes, and 4 weeks if only the 32.0-mm diameter cylinder passed all inspection pipes. Should the Engineer fail to complete these tests within the time allowance, and if in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in inspection, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

All inspection pipes and cored holes in a pile shall be dewatered and filled with grout after notification by the Engineer that the pile is acceptable. Placement and removal of water in the inspection pipes shall be at the Contractor's expense. Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. The inspection pipes and holes shall be filled using grout tubes that extend to the bottom of the pipe or hole or into the grout already placed.

If acceptance testing performed by the Engineer determines that a pile does not meet the requirements of the specifications, then that pile will be rejected and all depositing of concrete under slurry or concrete placed using temporary casing for the purpose of controlling groundwater shall be suspended until written changes to the methods of pile construction are approved in writing by the Engineer.

The Contractor shall submit to the Engineer for approval a mitigation plan for repair, supplementation, or replacement for each rejected cast-in-drilled-hole concrete pile, and this plan shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Prior to submitting this mitigation plan, the Engineer will hold a repair feasibility meeting with the Contractor to discuss the feasibility of repairing rejected piling. The Engineer will consider the size of the defect, the location of the defect, and the design information and corrosion protection considerations for the pile. This information will be made available to the Contractor, if appropriate, for the development of the mitigation plan. If the Engineer determines that it is not feasible to repair the rejected pile, the Contractor shall not include repair as a means of mitigation and shall proceed with the submittal of a mitigation plan for replacement or supplementation of the rejected pile.

If the Engineer determines that a rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, the Contractor may elect to 1) repair the pile per the approved mitigation plan, or 2) not repair anomalies found during acceptance testing of that pile. For such unrepaired piles, the Contractor shall pay to the State, $400 per cubic meter for the portion of the pile affected by the anomalies. The volume, in cubic meters, of the portion of the pile affected by the anomalies, shall be calculated as the area of the cross-section of the pile affected by each anomaly, in square meters, as determined by the Engineer, multiplied by the distance, in meters, from the top of each anomaly to the specified tip of the pile. If the volume calculated for one anomaly overlaps the volume calculated for additional anomalies within the pile, the calculated volume for the overlap shall only be counted once. In no case shall the amount of the payment to the State for any such pile be less than $400. The Department may deduct the amount from any moneys due, or that may become due the Contractor under the contract.

Pile mitigation plans shall include the following:

A. The designation and location of the pile addressed by the mitigation plan.
B. A review of the structural, geotechnical, and corrosion design requirements of the rejected pile.
C. A step by step description of the mitigation work to be performed, including drawings if necessary.

D. An assessment of how the proposed mitigation work will address the structural, geotechnical, and corrosion design requirements of the rejected pile.
E. Methods for preservation or restoration of existing earthen materials.
F. A list of affected facilities, if any, with methods and equipment for protection of these facilities during mitigation.
G. The State assigned contract number, bridge number, full name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, and the Contractor's (and Subcontractor's if applicable) name on each sheet.
H. A list of materials, with quantity estimates, and personnel, with qualifications, to be used to perform the mitigation work.
I. The seal and signature of an engineer who is licensed as a Civil Engineer by the State of California.

For rejected piles to be repaired, the Contractor shall submit a pile mitigation plan that contains the following additional information:

A. An assessment of the nature and size of the anomalies in the rejected pile.
B. Provisions for access for additional pile testing if required by the Engineer.

For rejected piles to be replaced or supplemented, the Contractor shall submit a pile mitigation plan that contains the following additional information:

A. The proposed location and size of additional piling.
B. Structural details and calculations for any modification to the structure to accommodate the replacement or supplemental piling.

All provisions for cast-in-drilled-hole concrete piling shall apply to replacement piling.

The Contractor shall allow the Engineer 3 weeks to review the mitigation plan after a complete submittal has been received.

Should the Engineer fail to review the complete pile mitigation submittal within the time specified, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the pile mitigation plan, an extension of time commensurate with the delay in completion of the work thus caused will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

When repairs are performed, the Contractor shall submit a mitigation report to the Engineer within 10 days of completion of the repair. This report shall state exactly what repair work was performed and quantify the success of the repairs relative to the submitted mitigation plan. The mitigation report shall be stamped and signed by an engineer that is licensed as a Civil Engineer by the State of California. The mitigation report shall show the State assigned contract number, bridge number, full name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, and the Contractor (and Subcontractor if applicable) name on each sheet. The Engineer will be the sole judge as to whether a mitigation proposal is acceptable, the mitigation efforts are successful, and to whether additional repairs, removal and replacement, or construction of a supplemental foundation is required.

10-1.39 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

10-1.40 STEEL STRUCTURES

Construction of steel structures shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

Attention is directed to "Welding" in Section 8, "Materials," of these special provisions.

The following substitutions of high-strength steel fasteners shall be made:

METRIC SIZE SHOWN ON THE PLANS	SIZE TO BE SUBSTITUTED
ASTM Designation: A 325M (Nominal bolt diameter (mm or mm x thread pitch))	ASTM Designation: A 325 (Nominal bolt diameter (inch))
13 or 12.70, M12, M12 x 1.75	1/2
16 or 15.88, M16, M16 x 2	5/8
19 or 19.05, M20, M20 x 2.5	3/4
22 or 22.22, M22, M22 x 2.5	7/8
24, 25, or 25.40, M24, M24 x 3	1
29 or 28.58, M27, M24 x 3	1 1/8
32 or 31.75, M30, M30 x 3.5	1 1/4
38 or 38.10, M36, M36 x 4	1 1/2

High-strength fastener assemblies and other bolts attached to structural steel with nuts and washers shall be zinc-coated. When direct tension indicators are used in these assemblies, the direct tension indicator and all components of the fastener assembly shall be zinc-coated by the mechanical deposition process.

ROTATIONAL CAPACITY TESTING PRIOR TO SHIPMENT TO JOB SITE

Rotational capacity tests shall be performed on all lots of high-strength fastener assemblies prior to shipment of these lots to the project site. Zinc-coated assemblies shall be tested after all fabrication, coating, and lubrication of components has been completed. One hardened washer shall be used under each nut for the tests.

Each combination of bolt production lot, nut lot, and washer lot shall be tested as an assembly.

A rotational capacity lot number shall be assigned to each combination of lots tested. Each shipping unit of fastener assemblies shall be plainly marked with the rotational capacity lot number.

Two fastener assemblies from each rotational capacity lot shall be tested.

The following equipment, procedure, and acceptance criteria shall be used to perform rotational capacity tests on and determine acceptance of long bolts. Fasteners are considered to be long bolts when full nut thread engagement can be achieved when installed in a bolt tension measuring device:

A. Long Bolt Test Equipment:

1. Calibrated bolt tension measuring device with adequate tension capacity for the bolts being tested.
2. Calibrated dial or digital torque wrench. Other suitable tools will be required for performing Steps 7 and 8 of the Long Bolt Test Procedure. A torque multiplier may be required for large diameter bolts.
3. Spacer washers or bushings. When spacer washers or bushings are required, they shall have the same inside diameter and equal or larger outside diameter as the appropriate hardened washers conforming to the requirements in ASTM Designation: F436.
4. Steel beam or member, such as a girder flange or cross frame, to which the bolt tension measuring device will be attached. The device shall be accessible from the ground.

B Long Bolt Test Procedure:

1. Measure the bolt length. The bolt length is defined as the distance from the end of the threaded portion of the shank to the underside of the bolt head.
2. Install the nut on the bolt so that 3 to 5 full threads of the bolt are located between the bearing face of the nut and the underside of the bolt head. Measure and record the thread stickout of the bolt. Thread stickout is determined by measuring the distance from the outer face of the nut to the end of the threaded portion of the shank.
3. Insert the bolt into the bolt tension measuring device and install the required number of washers, and additional spacers as needed, directly beneath the nut to produce the thread stickout measured in Step 2 of this procedure.
4. Tighten the nut using a hand wrench to a snug-tight condition. The snug tension shall not be less than the Table A value but may exceed the Table A value by a maximum of 2 kips.

Table A

High-Strength Fastener Assembly Tension Values to Approximate Snug-Tight Condition	
Bolt Diameter (inches)	Snug Tension (kips)
1/2	1
5/8	2
3/4	3
7/8	4
1	5
1 1/8	6
1 1/4	7
1 3/8	9
1 1/2	10

5. Match-mark the assembly by placing a heavy reference start line on the face plate of the bolt tension measuring device which aligns with 1) a mark placed on one corner of the nut, and 2) a radial line placed across the flat on the end of the bolt, or on the exposed portions of the threads of tension control bolts. Place an additional mark on the outside of the socket that overlays the mark on the nut corner such that this mark will be visible while turning the nut. Make an additional mark on the face plate, either 2/3 of a turn, one turn, or 1 1/3 turn clockwise from the heavy reference start line, depending on the bolt length being tested as shown in Table B.

Table B

Required Nut Rotation for Rotational Capacity Tests[a,b]	
Bolt Length (measured in Step 1)	Required Rotation (turn)
4 bolt diameters or less	2/3
Greater than 4 bolt diameters but no more than 8 bolt diameters	1
Greater than 8 bolt diameters, but no more than 12 bolt diameters[c]	1 1/3
(a) Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by 1/2 turn and less, the tolerance shall be plus or minus 30 degrees; for bolts installed by 2/3 turn and more, the tolerance shall be plus or minus 45 degrees. (b) Applicable only to connections in which all material within grip of the bolt is steel. (c) When bolt length exceeds 12 diameters, the required rotation shall be determined by actual tests in a suitable tension device simulating the actual conditions.	

6. Turn the nut to achieve the applicable minimum bolt tension value listed in Table C. After reaching this tension, record the moving torque, in foot-pounds, required to turn the nut, and also record the corresponding bolt tension value in pounds. Torque shall be measured with the nut in motion. Calculate the value, T (in ft-lbs), where T=[(the measured tension in pounds) x (the bolt diameter in inches) / 48 in/ft].

Table C

Minimum Tension Values for High-Strength Fastener Assemblies	
Bolt Diameter (inches)	Minimum Tension (kips)
1/2	12
5/8	19
3/4	28
7/8	39
1	51
1 1/8	56
1 1/4	71
1 3/8	85
1 1/2	103

7. Turn the nut further to increase bolt tension until the rotation listed in Table B is reached. The rotation is measured from the heavy reference line made on the face plate after the bolt was snug-tight. Record this bolt tension.
8. Loosen and remove the nut and examine the threads on both the nut and bolt.

C. Long Bolt Acceptance Criteria:

1. An assembly shall pass the following requirements to be acceptable: 1) the measured moving torque (Step 6) shall be less than or equal to the calculated value, T (Step 6), 2) the bolt tension measured in Step 7 shall be greater than or equal to the applicable turn test tension value listed in Table D, 3) the nut shall be able to be

removed from the bolt without signs of thread stripping or galling after the required rotation in Step 7 has been achieved, 4) the bolt does not shear from torsion or fail during the test, and 5) the assembly does not seize before the final rotation in Step 7 is reached. Elongation of the bolt in the threaded region between the bearing face of the nut and the underside of the bolt head is expected and will not be considered a failure. Both fastener assemblies tested from one rotational capacity lot shall pass for the rotational capacity lot to be acceptable.

Table D

Turn Test Tension Values	
Bolt Diameter (inches)	Turn Test Tension (kips)
1/2	14
5/8	22
3/4	32
7/8	45
1	59
1 1/8	64
1 1/4	82
1 3/8	98
1 1/2	118

The following equipment, procedure, and acceptance criteria shall be used to perform rotational capacity tests on and determine acceptance of short bolts. Fasteners are considered to be short bolts when full nut thread engagement cannot be achieved when installed in a bolt tension measuring device:

A. Short Bolt Test Equipment:

1. Calibrated dial or digital torque wrench. Other suitable tools will be required for performing Steps 7 and 8 of the Short Bolt Test Procedure. A torque multiplier may be required for large diameter bolts.
2. Spud wrench or equivalent.
3. Spacer washers or bushings. When spacer washers or bushings are required, they shall have the same inside diameter and equal or larger outside diameter as the appropriate hardened washers conforming to the requirements in ASTM Designation: F436.
4. Steel plate or girder with a hole to install bolt. The hole size shall be 1.6 mm greater than the nominal diameter of the bolt to be tested. The grip length, including any plates, washers, and additional spacers as needed, shall provide the proper number of threads within the grip, as required in Step 2 of the Short Bolt Test Procedure.

B. Short Bolt Test Procedure:

1. Measure the bolt length. The bolt length is defined as the distance from the end of the threaded portion of the shank to the underside of the bolt head.
2. Install the nut on the bolt so that 3 to 5 full threads of the bolt are located between the bearing face of the nut and the underside of the bolt head. Measure and record the thread stickout of the bolt. Thread stickout is determined by measuring the distance from the outer face of the nut to the end of the threaded portion of the shank.
3. Install the bolt into a hole on the plate or girder and install the required number of washers and additional spacers as needed between the bearing face of the nut and the underside of the bolt head to produce the thread stickout measured in Step 2 of this procedure.
4. Tighten the nut using a hand wrench to a snug-tight condition. The snug condition shall be the full manual effort applied to the end of a 305 mm long wrench. This applied torque shall not exceed 20 percent of the maximum allowable torque in Table E.

Table E

Maximum Allowable Torque for High-Strength Fastener Assemblies	
Bolt Diameter (inches)	Torque (ft-lbs)
1/2	145
5/8	285
3/4	500
7/8	820
1	1220
1 1/8	1500
1 1/4	2130
1 3/8	2800
1 1/2	3700

5. Match-mark the assembly by placing a heavy reference start line on the steel plate or girder which aligns with 1) a mark placed on one corner of the nut and 2) a radial line placed across the flat on the end of the bolt or on the exposed portions of the threads of tension control bolts. Place an additional mark on the outside of the socket that overlays the mark on the nut corner such that this mark will be visible while turning the nut. Make 2 additional small marks on the steel plate or girder, one 1/3 of a turn and one 2/3 of a turn clockwise from the heavy reference start line on the steel plate or girder.
6. Using the torque wrench, tighten the nut to the rotation value listed in Table F. The rotation is measured from the heavy reference line described in Step 5 made after the bolt was snug-tight. A second wrench shall be used to prevent rotation of the bolt head during tightening. Measure and record the moving torque after this rotation has been reached. The torque shall be measured with the nut in motion.

Table F

Nut Rotation Required for Turn-of-Nut Installation[a,b]	
Bolt Length (measured in Step 1)	Required Rotation (turn)
4 bolt diameters or less	1/3
(a) Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by 1/2 turn and less, the tolerance shall be plus or minus 30 degrees. (b) Applicable only to connections in which all material within grip of the bolt is steel.	

7. Tighten the nut further to the 2/3-turn mark as indicated in Table G. The rotation is measured from the heavy reference start line made on the plate or girder when the bolt was snug-tight. Verify that the radial line on the bolt end or on the exposed portions of the threads of tension control bolts is still in alignment with the start line.

Table G

Required Nut Rotation for Rotational Capacity Test	
Bolt Length (measured in Step 1)	Required Rotation (turn)
4 bolt diameters or less	2/3

8. Loosen and remove the nut and examine the threads on both the nut and bolt.

C. Short Bolt Acceptance Criteria:

1. An assembly shall pass the following requirements to be acceptable: 1) the measured moving torque from Step 6 shall be less than or equal to the maximum allowable torque from Table E, 2) the nut shall be able to be removed from the bolt without signs of thread stripping or galling after the required rotation in Step 7 has been

achieved, 3) the bolt does not shear from torsion or fail during the test, and 4) the assembly shall not seize before the final rotation in Step 7 is reached. Elongation of the bolt in the threaded region between the bearing face of the nut and the underside of the bolt head will not be considered a failure. Both fastener assemblies tested from one rotational capacity lot shall pass for the rotational capacity lot to be acceptable.

INSTALLATION TENSION TESTING AND ROTATIONAL CAPACITY TESTING AFTER ARRIVAL ON THE JOB SITE

Installation tension tests and rotational capacity tests on high-strength fastener assemblies shall be performed by the Contractor prior to acceptance or installation and after arrival of the fastener assemblies on the project site. Installation tension tests and rotational capacity tests shall be performed at the job-site, in the presence of the Engineer, on each rotational capacity lot of fastener assemblies.

Installation tension tests shall be performed on 3 representative fastener assemblies in conformance with the provisions in Section 8, "Installation," of the RCSC Specification. For short bolts, Section 8.2, "Pretensioned Joints," of the RCSC Specification shall be replaced by the "Pre-Installation Testing Procedures," of the "Structural Bolting Handbook," published by the Steel Structures Technology Center, Incorporated.

The rotational capacity tests shall be performed in conformance with the requirements for rotational capacity tests in "Rotational Capacity Testing Prior to Shipment to Job Site" of these special provisions.

At the Contractor's expense, additional installation tension tests, tests required to determine job inspecting torque, and rotational capacity tests shall be performed by the Contractor on each rotational capacity lot, in the presence of the Engineer, if 1) any fastener is not used within 3 months after arrival on the jobsite, 2) fasteners are improperly handled, stored, or subjected to inclement weather prior to final tightening, 3) significant changes are noted in original surface condition of threads, washers, or nut lubricant, or 4) the Contractor's required inspection is not performed within 48 hours after all fasteners in a joint have been tensioned.

Failure of a job-site installation tension test or a rotational capacity test will be cause for rejection of unused fasteners that are part of the rotational capacity lot.

When direct tension indicators are used, installation verification tests shall be performed in conformance with Appendix Section X1.4 of ASTM Designation: F959, except that bolts shall be initially tensioned to a value 5 percent greater than the minimum required bolt tension.

SURFACE PREPARATION

For all bolted connections, the new contact surfaces and inside surfaces of bolt holes shall be cleaned and coated before assembly in conformance with the provisions for cleaning and painting structural steel of these special provisions.

SEALING

The perimeter around all direct tension indicator gaps shall be completely sealed with non-silicone type sealing compound conforming to the provisions in Federal Specification TT-S-230, Type II. The sealant shall be gray in color and have a minimum thickness of 1.3 mm. If painting is required, the sealing compound shall be applied prior to painting.

When zinc-coated tension control bolts are used, the sheared end of each fastener shall be completely sealed with non-silicone type sealing compound conforming to the provisions in Federal Specification TT-S-230, Type II. The sealant shall be gray in color and shall have a minimum thickness of 1.3 mm. The sealant shall be applied to a clean sheared surface on the same day that the splined end is sheared off.

PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and not additional compensation will be allowed therefor.

10-1.41 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.

10-1.42 INSTALL ROADSIDE SIGN PANEL ON EXISTING POST

Roadside sign panels shall be installed on existing posts at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2.04, "Sign Panel Installation," of the Standard Specifications and these special provisions.

Cutting the ends of wood posts in the field and field application of wood preservatives shall conform to the provisions in the sixth paragraph in Section 56-2.02B, "Wood Posts," of the Standard Specifications.

Two holes shall be drilled in each existing post as required to provide a breakaway feature as shown on the plans.

Existing sign panels, as shown on the plans, shall be removed and disposed of as provided in Section 15, "Existing Highway Facilities," of the Standard Specifications.

Installing roadside sign panels on existing posts and installing roadside sign panels on existing laminated wood box posts will be paid for by the unit as determined from actual count in place.

The contract unit price paid for install roadside sign panel on existing post and install roadside sign panel on existing post (laminated wood box post) shall include full compensation for furnishing all labor, materials (except State-furnished sign panels), tools, equipment, and incidentals, and for doing all the work involved in installing roadside sign panels on existing posts (including removing and disposing of existing sign panels and drilling holes in existing posts), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.43 REINFORCED CONCRETE PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 1.2 m or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

When reinforced concrete pipe is installed in conformance with the details shown on Revised Standard Plan A62DA, the fifth paragraph of Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications shall not apply.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 150 mm nor more than 300 mm. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

The Outer Bedding shown on Revised Standard Plan A62DA shall not be compacted prior to placement of the pipe.

10-1.44 OVERSIDE DRAIN

Corrugated steel pipe downdrains, entrance taper, anchor assembly, and asphalt concrete overside drain shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications.

10-1.45 MISCELLANEOUS FACILITIES

Manholes and concrete flared end sections shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

Manholes will be measured and paid for as units determined from actual count of the manholes in place.

The contract unit price paid for manhole shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing manholes, complete in place, including excavation, backfill, and concrete collars, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.46 MISCELLANEOUS CONCRETE CONSTRUCTION

Concrete curb, curb ramps, driveway, sidewalks, concrete apron and drainage inlet grade sag 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 consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions. At the option of the Contractor, the detectable

warning surface shall be prefabricated, cast-in-place, or stamped into the surface of the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

Cast-in-place and stamped detectable warning surfaces shall be painted in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications.

The finished surfaces of the detectable warning surface shall be free from blemishes.

Prior to constructing the cast-in-place or stamping the detectable warning surface, the Contractor shall demonstrate the ability to produce a detectable warning surface conforming to the details shown on the plans and these special provisions by constructing a 600-mm by 600-mm test panel.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Full compensation for constructing or furnishing and installing curb ramp detectable warning surfaces 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.

10-1.47 MISCELLANEOUS IRON AND STEEL

Frame and grate and manhole frame and covers shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.48 BOLLARD

Bollard post shall be Class B steel and is set in a portland cement concrete footing with a depth equal to full penetration of the post. Bollards shall conform to the dimensions and details shown on the plans.

Bollards shall be galvanized posts and conform to the provisions in Section 80, "Fences," of the Standard Specifications for metal posts.

Bollard will be paid for by the unit as determined from actual count in place.

The contract unit price for bollard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing bollard, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.49 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.50 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts shall be steel. Blocks for line posts shall be either "King Block", which is made of high –density polyethylene and ground rubber, manufactured for Trinity Industries by Dekalb Molded Plastics, or "Mondo Block", which is a solid recycled plastic block, manufactured by Mondo Polymer Technologies.

Metal beam guard railing elements and required backup plates, terminal sections, end sections, and return sections shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

TERMINAL SYSTEM (TYPE ET)

Terminal system (Type ET) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type ET) shall be an ET-2000 PLUS (4-tube system) extruder terminal as manufactured by Trinity Industries, Inc., and shall include all the items detailed for terminal system (Type ET) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the ET-2000 PLUS (4-tube system) extruder terminal from the manufacturer, Trinity Industries Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the ET-2000 PLUS (4-tube system) extruder terminal, FOB Centerville, Utah is $1,395, not including sales tax.

The above price will be firm for orders placed on or before July 29, 2005, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems (Type ET) conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

The terminal system (Type ET) shall be installed in conformance with the manufacturer's installation instructions and these requirements. The steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type ET) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal (8 post system) as manufactured by Trinity Industries, Inc., and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

The 5 mm x 44 mm x 75 mm plate washer shown on the elevation view and in Section D-D at Wood Post No. 1 shall be omitted.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal (8 post system) from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal (8 post system), FOB Centerville, Utah is $895, not including sales tax.

The above price will be firm for orders placed on or before July 29, 2005, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. The steel foundation tubes with soil plates attached, shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

10-1.51 CRASH CUSHION, SAND FILLED

Sand filled crash cushions shall be furnished and installed as shown on the plans and in conformance with these special provisions.

A sand filled crash cushion shall consist of a grouping of sand filled modules to make Array 'B-14'.

Crash cushions shall be installed at the location shown on the plans.

At the Contractor's option, modules for use in sand filled crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755

1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070

B. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205

1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
2. Distributor (North): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

Modules contained in the 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 exterior components of the modules shall be formulated or processed to resist deterioration from ambient ultraviolet rays. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushions comply with the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

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 placed on bridge decks shall be provided with positioning blocks fastened to the deck surface. Positioning blocks shall be shaped as segments of a ring and placed along the inner or outer periphery of the module wall. A minimum of 2 blocks, a minimum of one-sixth of a ring in length shall be provided for each module. Positioning blocks and fasteners shall be of a material that is corrosion and water resistant.

Module cylinders 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.

Lids shall be securely attached as recommended by the manufacturer.

A Type R or Type 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 approved by the Engineer.

Sand filled crash cushions, regardless of the number of modules required in each sand filled crash cushion, will be measured and paid for by the unit as crash cushion, sand filled. The quantity to be paid for will be determined from actual count of the units in place in the completed work.

The contract unit price paid for crash cushion, sand filled shall include full compensation for furnishing all labor, materials (including sand and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing crash cushions, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.52 THERMOPLASTIC PAVEMENT MARKING

Thermoplastic pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of 250 $mcd \cdot m^{-2} \cdot lx^{-1}$. Yellow thermoplastic pavement markings shall have a minimum initial retroreflectivity of 150 $mcd \cdot m^{-2} \cdot lx^{-1}$.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic pavement markings, the tape will be measured and paid for by the square meter as thermoplastic pavement marking.

10-1.53 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification No. PTH-02SPRAY.

Retroreflectivity of the sprayable traffic stripes shall conform to the requirements in ASTM Designation: D 6359-99. White sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 250 $mcd \cdot m^{-2} \cdot lx^{-1}$. Yellow sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 150 $mcd \cdot m^{-2} \cdot lx^{-1}$.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the sprayable thermoplastic traffic stripes. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Sprayable thermoplastic material shall be applied to the pavement at a minimum thickness of one millimeter and a minimum rate of 0.2-kg/m. The minimum application rate is based on a solid stripe of 100 mm in width.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

Sprayable thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

If permanent tape is placed instead of sprayable thermoplastic traffic stripes, the tape will be measured and paid for by the meter as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 100-mm wide yellow stripes, will be measured as one traffic stripe.

The contract price paid per meter for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.54 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 $mcd \cdot m^{-2} \cdot lx^{-1}$. Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 $mcd \cdot m^{-2} \cdot lx^{-1}$.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of painted traffic stripes and pavement markings. Permanent tape, if used, shall be placed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of painted traffic stripes and pavement markings, the 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.

10-1.55 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

SECTION 10-2. (BLANK)

SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Traffic signal work shall be performed at the following locations:

A. Modify Signal Route 68 and East bound off ramp – Location 1
B. Modify Signal Route 68 and West bound off ramp – Location 2
C. Modify Signal Route 68 and San Joaquin Street – Location 3
D. Modify Signal Route 68 and Romie Lane – Location 4
E. Modify Signal Route 68 and Acacia Street – Location 5
F. Modify Signal Route 68 and Pine Street – Location 6
G. Modify Signal Route 68 and Chesnut Street – Location 7
H. Modify Signal Route 68 and California Street – Location 8
I. Modify Signal Route 68 and Work Street – Location 9
J. Modify Signal and Lighting Route 68 and Blanco Avenue – Location 1
K. Modify Signal and Lighting Route 68 and John Street – Location 2
L. Modify Signal and Lighting Route 68 and Monterey Street – Location 3
M. Modify Signal and Lighting Route 68 and Pajaro Street – Location 4
N. Modify Signal and Lighting Route 68 and Abbot Street – Location 5

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 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdowns shall be limited to periods allowed for lane closures listed or specified in "Maintaining Traffic" of these special provisions.

10-3.04 FOUNDATIONS

Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in "Piling" of these special provisions.

10-3.05 STANDARDS, STEEL PEDESTALS AND POSTS

Standards, steel pedestals and posts for traffic signal and lighting standards shall conform to the provisions in Section 55 "Steel Structures" of the standard specifications. these special provisions.

The sign mounting hardware shall be installed at the locations shown on the plans.

The sign panels will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

Mast arm mounted street name signs shall be installed on signal mast arms at the locations shown on the plans. The street name signs and mounting hardware (except straps, seals and saddle brackets) will be State-furnished in conformance with the provisions in "Materials" of these special provisions. The State-furnished hanger assembly will be similar to that

shown for internally illuminated street name signs. The mounting hardware and sign shall be assembled. The assembly shall be attached to the mast arm using a 19 mm x 0.53 mm stainless steel strap in a manner similar to the strap and saddle bracket method shown on the plans. The band shall be wrapped at least twice around the mast arm, tightened, and secured with a stainless strap seal in the same manner shown for strap and saddle bracket sign mounting. Straps, seals and saddle brackets shall be furnished by the Contractor. The sign panel shall be leveled and hardware securely tightened.

Type 1 standards shall be assembled and set with the handhole on the downstream side of the pole in relation to traffic or as shown on the plans.

10-3.06 CONDUIT

Conduit to be installed underground shall be Type 3 unless otherwise specified. Detector termination conduits shall be Type 3

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 3.

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.

At those locations where conduit is required to be installed under pavement and existing underground facilities require special precautions in conformance with the provisions in "Obstructions" of these special provisions, conduit shall be placed by the "Trenching in Pavement Method" in conformance with the provisions in Section 86-2.05C, "Installation," of the Standard Specifications.

10-3.07 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.

All conductor insulation shall be Type THW.

SIGNAL INTERCONNECT CABLE.

Signal Interconnect Cable (SIC) shall be the 6-pair type.

10-3.08 BONDING AND GROUNDING

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding," of the Standard Specifications and these special provisions.

Bonding jumpers in standards with handholes and traffic pull box lid covers shall be attached by a UL listed lug using 4.5-mm diameter or larger brass or bronze bolts and shall run to the conduit or bonding wire in the adjacent pull box. The grounding jumper shall be visible after the standard has been installed and the mortar pad and cap have been placed on the foundation.

Standards without handholes shall have bonding accomplished by jumpers attached to UL listed ground clamps on each anchor bolt.

For slip base standards or slip base inserts, bonding shall be accomplished by jumpers attached to UL listed ground clamps on each anchor bolt, or a UL listed lug attached to the bottom slip base plate with a 4.5-mm diameter or larger brass or bronze bolt.

Equipment bonding and grounding conductors are required in conduits, except when the conduits contain combinations of loop lead-in cable, fiber optic cable, or signal interconnect cable. A No. 8 minimum, bare copper wire shall run continuously in circuits, except for series lighting circuits, where No. 6 bare copper wire shall run continuously. The bonding wire size shall be increased to match the circuit breaker size in conformance with the Code, or shall be as shown on the plans. Conduits to be installed for future conductors, may omit the copper wire.

Bonding of metallic conduits in metal pull boxes shall be by means of bonding bushings and bonding jumpers connected to the bonding wire running in the conduit system.

Bonding of metallic conduits in metal pull boxes shall be by means of bonding bushings and bonding jumpers connected to the bonding wire running in the conduit system.

10-3.09 SERVICE

Type III service equipment enclosures shall be the aluminum type.

Circuit breakers shall be the cable-in/cable-out type, mounted on non-energized clips. All circuit breakers shall be mounted vertically with the up position of the handle being the "ON" position.

10-3.10 NUMBERING ELECTRICAL EQUIPMENT

The numbers shall be placed on the equipment where designated by the Engineer.

Where new numbers are to be placed on existing or relocated equipment, the existing numbers shall be removed.

10-3.11 BATTERY BACKUP SYSTEM

The battery backup system will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

The battery backup system shall include inverter/charger, power transfer relay, batteries, a separate manually operated non-electronic bypass switch and all necessary hardware and interconnect wiring.

The Contractor shall install the Battery Backup System External Cabinet onto the controller cabinet. The Contractor shall install the Battery Backup System External Cabinet onto the controller 332 cabinet so that it is supported by the concrete pad or sidewalk

The Battery Backup System External Cabinet shall house the batteries and interconnection wiring only.

Battery Backup System Fasteners and Cabinet gasket shall meet the following requirements:

(Total of 8 bolts per cabinet with 2 flat washers per bolt and 1 K-lock nut per bolt)

A. Cabinet mounting bolts shall be:

    1. 18-8 Stainless Steel Hex Head (Fully Threaded)
    2. 10 mm – 16 X 25 mm

B. Washers shall be:

    1. Designed for 10 mm bolt
    2. 18-8 Stainless Steel 25 mm OD round flat type

C. K-lock washer shall be:

    1. 18-8 Stainless Steel, Hex Nut Assembled with Free-Spinning Tooth Washer
    2. 25 mm – 16 Screw size

D. External Cabinet to 332 Cabinet coupling gasket shall completely seal out moisture between the 332 Cabinet and External Cabinet. It shall meet the following requirements:

    1. Push-On Rubber Edge Trim type molding (McMaster-Carr or equivalent)
    2. Material: Neoprene
    3. Size and length: 305 mm of prescribed material.

10-3.12 STATE-FURNISHED CONTROLLER ASSEMBLIES

The Model 170 controller assemblies, including controller unit, completely wired controller cabinet and inductive loop detector sensor units and Battery Backup System (BBS), but without anchor bolts, will be State-furnished as provided under "Materials" of these special provisions.

The Contractor shall construct each controller cabinet foundation as shown on the plans for Model 332 cabinets (including furnishing and installing anchor bolts), shall install the controller cabinet on foundation, and shall make field wiring connections to the terminal blocks in the controller cabinet.

A listing of field conductor terminations, in each State-furnished controller cabinet, will be furnished free of charge to the Contractor at the site of the work.

State forces will maintain controller assemblies. The Contractor's responsibility for controller assemblies shall be limited to conforming to the provisions in Section 6-1.02, "State-Furnished Materials," of the Standard Specifications.

10-3.13 VEHICLE SIGNAL FACES AND SIGNAL HEADS

Light emitting diode signal modules for vehicular traffic signal units will be State-furnished in conformance with the provisions in "Materials" of these special provisions. Plastic signal sections and backplates shall not be allowed.

10-3.14 SIGNAL MOUNTING ASSEMBLIES

Pipefitting shall be galvanized steel or bronze. Mast arm slip-fitters, post-top slip-fitters and terminal compartments shall be cast bronze.

10-3.15 PEDESTRIAN SIGNALS

Light emitting diode pedestrian signal modules for Type A pedestrian signals will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

10-3.16 FLASHING BEACONS

Sign panels to be mounted on each cantilever flashing beacon standard, and light emitting diode signal modules for the flashing beacon units, will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

10-3.17 DETECTORS

Loop wire shall be Type 2.

Loop detector lead-in cable shall be Type B.

Slots shall be filled with hot-melt rubberized asphalt sealant.

At the Contractor's option, where a Type A loop is designated on the plans, a Type E loop may be substituted.

For Type E detector loops, sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 40 mm. Slot width shall be a maximum of 20 mm

10-3.18 EMERGENCY VEHICLE DETECTOR SYSTEM

Each traffic signal shall have an emergency vehicle detector system which shall conform to the details shown on the plans and these special provisions.

GENERAL

Each emergency vehicle detector system shall consist of an optical emitter assembly or assemblies located on the appropriate vehicle and existing optical detector/discriminator assembly or assemblies located at the traffic signal.

Emitter assemblies are not required for this project except units for testing purposes to demonstrate that the systems perform as specified. Tests shall be conducted in the presence of the Engineer as described below under "System Operation" during the signal test period. The Engineer shall be given a minimum of 2 working days notice prior to performing the tests.

Each system shall permit detection of 2 classes of authorized vehicles. Class I (mass transit) vehicles shall be detected at ranges of up to 300 m from the optical detector. Class II (emergency) vehicles shall be detected at ranges up to 550 m from the optical detector.

Class I signals (those emitted by Class I vehicles) shall be distinguished from Class II signals (those emitted by Class II vehicles) on the basis of the modulation frequency of the light from the respective emitter. The modulation frequency for Class I signal emitters shall be 9.639 Hz ± 0.110 Hz. The modulation frequency for Class II signal emitters shall be 14.035 Hz ± 0.250 Hz.

A system shall establish a priority of Class II vehicle signals over Class I vehicle signals and shall conform to the requirements in Section 25352 of the California Vehicle Code.

OPTICAL DETECTION/DISCRIMINATOR ASSEMBLY

General

Each existing optical detection/discriminator assembly shall consist of one or more optical detectors, connecting cable and a discriminator module.

Optical Detector

Each optical detector shall be installed, wired and aimed as specified by the manufacturer.

Cable

Optical detector cable (EV-C) shall meet the requirements of IPCEA-S-61-402/NEMA WC 5, Section 7.4, 600-V (ac) control cable, 75°C, Type B, and the following:

A. The cable shall contain 3 conductors, each of which shall be No. 20 (7 x 28) stranded, tinned copper with low-density polyethylene insulation. Minimum average insulation thickness shall be 0.63-mm. Insulation of individual conductors shall be color coded: 1-yellow, 1-blue, 1-orange.
B. The shield shall be either tinned copper braid or aluminized polyester film with a nominal 20 percent overlap. Where film is used, a No. 20 (7 x 28) stranded, tinned, bare drain wire shall be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.
C. The jacket shall be black polyvinyl chloride with minimum ratings of 600 V (ac) and 80°C and a minimum average thickness of 1.1 mm. The jacket shall be marked as required by IPCEA/NEMA.
D. The finished outside diameter of the cable shall not exceed 8.9 mm.
E. The capacitance, as measured between any conductor and the other conductors and the shield, shall not exceed 157 pf per meter at 1000 Hz.
F. The cable run between each detector and the controller cabinet shall be continuous without splices or shall be spliced only as directed by the detector manufacturer.

Cabinet Wiring

The Model 332 cabinet has provisions for connections between the optical detectors, the discriminator module and the Model 170 controller unit.

Wiring for a Model 332 cabinet shall conform to the following:

A. Slots 12 and 13 of input file "J" have each been wired to accept a 2-channel module.
B. Field wiring for the primary detectors, except 24-V (dc) power, shall terminate on either terminal board TB-9 in the controller cabinet or on the rear of input file "J," depending on cabinet configuration. Where TB-9 is used, position assignments shall be as follows:

Position	Assignment
4	Channel A detector input, 1st module (Slot J-12)
5	Channel B detector input, 1st module (Slot J-12)
7	Channel A detector input, 2nd module (Slot J-13)
8	Channel B detector input, 2nd module (Slot J-13)

The 24-V (dc) cabinet power will be available at Position 1 of terminal board TB-1 in the controller cabinet.

Field wiring for the auxiliary detectors shall terminate on terminal board TB-O in the controller cabinet. Position assignments are as follows:

FOR MODULE 1 (J-12)		FOR MODULE 2 (J-13)	
Position	Assignment	Position	Assignment
1	+24V (dc) from (J-12E)	7	+24V (dc) from (J-13E)
2	Detector ground From (J-12K)	8	Detector ground from (J-13K)
3	Channel A auxiliary detector input 1	9	Channel A auxiliary detector input 1
4	Channel A auxiliary detector input 2	10	Channel A auxiliary detector input 2
5	Channel B auxiliary detector input 1	11	Channel B auxiliary detector input 1
6	Channel B auxiliary detector input 2	12	Channel B auxiliary detector input 2

SYSTEM OPERATION

The Contractor shall demonstrate that the components of each system are compatible and will perform satisfactorily as a system. Satisfactory performance shall be determined using the following test procedure during the functional test period:

A. Each system to be used for testing shall consist of an optical emitter assembly, an existing optical detector, an existing optical detector cable and a discriminator module.
B. The existing discriminator modules shall be installed in the proper input file slot of the Model 170 controller assembly.
C. Two tests shall be conducted; one using a Class I signal emitter and a distance of 300 m between the emitter and the detector, the other using a Class II signal emitter and a distance of 550 m between the emitter and the detector. Range adjustments on the module shall be set to "Maximum" for each test.
D. Each test shall be conducted for a period of one hour, during which the emitter shall be operated for 30 cycles, each consisting of a one minute "on" interval and a one minute "off" interval. During the total test period the emitter signal shall cause the proper response from the Model 170 controller unit during each "on" interval and there shall be no improper operation of either the Model 170 controller unit or the monitor during each "off" interval.

10-3.19 LUMINAIRES

Ballasts shall be 120/240 V multi-tap and shall be the lag or lead regulator type.

10-3.20 PHOTOELECTRIC CONTROLS

Contactors shall be the mercury type.

10-3.21 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

Salvaged electrical materials shall be hauled to Caltrans Cambria Maintenance Yard 3130 Highway 46, Cambria, CA 93428-6000 and stockpiled.

The Contractor shall provide the equipment, as necessary, to safely unload and stockpile the material. A m minimum of 2 working days' notice shall be given prior to delivery.

10-3.22 PAYMENT

The contract lump sum price or prices paid for signal and lighting shall include highway lighting at intersections in connection with signals only.

Other roadway lighting on the project shall be considered as included in the contract lump sum price paid for modify highway lighting.

Full compensation for hauling and stockpiling electrical materials shall be considered as included in the contract price paid for the item requiring the material to be salvaged and no additional compensation will be allowed therefor.

SECTION 11. MODIFIED STANDARD SPECIFICATION SECTIONS

SECTION 11-1. QUALITY CONTROL/QUALITY ASSURANCE

Asphalt concrete shall conform to the provisions in this Section 11-1, "Quality Control/Quality Assurance," and the section entitled "Asphalt Concrete" in Section 10-1, "General," of these special provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply to Type A and Type B asphalt concrete.

SECTION 39: ASPHALT CONCRETE

39-1 GENERAL

39-1.01 DESCRIPTION

This work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, transporting, spreading and compacting the mixture, and furnishing and placing pavement reinforcing fabric, in conformance with this Section 11-1, "Quality Control/Quality Assurance," and with "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

The Contractor shall be responsible for controlling the quality of the asphalt concrete product entering the work, including aggregate, asphalt binder, additives, and asphalt concrete mixture; for controlling the quality of the work performed, including mix design, and mixing, transporting, spreading, and compacting the asphalt concrete; for controlling the quality of the finished roadway surface; and for developing, implementing, and maintaining a quality control program. The Contractor shall be responsible for the inspection, sampling, and testing required to control the quality of the asphalt concrete and the work performed.

The inspection, sampling, and testing required to control the quality of the workmanship and the asphalt concrete shall conform to this Section 11-1. Sampling shall be in conformance with the requirements of this Section 11-1 and with California Test 125. Testing shall be performed using California Tests unless otherwise directed by the Engineer or this Section 11-1.

Asphalt concrete is designated as Type A or Type B. The type of asphalt concrete will be shown on the plans or specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

39-2 MATERIALS

39-2.01 ASPHALTS

Asphalt binder to be mixed with aggregate shall be steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications. Asphalt binder shall be Grade AR-4000 unless the grade is designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts," of the Standard Specifications and shall be the grade designated by the contract item or conform to the provisions in "Asphalt Concrete," in Section 10-1, "General," of these special provisions.

Asphalt emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer.

Paving asphalt to be used as a binder for pavement reinforcing fabric shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications, and shall be Grade AR-4000, unless otherwise ordered by the Engineer or designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

39-2.02 AGGREGATE

Aggregate and combined aggregate shall conform to the quality and gradation provisions in this Section 11-1, "Quality Control / Quality Assurance," for the asphalt concrete types and sizes conforming to the provisions in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Aggregates shall be clean and free from decomposed or organic materials and other deleterious substances. Coarse aggregate is material retained on the 4.75-mm sieve, fine aggregate is material passing the 4.75-mm sieve, and supplemental fine aggregate is added fine material passing the 600-µm sieve, including, but not limited to, cement and stored fines from dust collectors.

The target value for the percent passing each designated sieve size for the aggregate blend used in the proposed asphalt concrete mix design shall fall within the "Target Value Limits" of the following table:

Table 39-1 - AGGREGATE GRADATION
Type A and Type B Asphalt Concrete
Percentage Passing

19-mm Maximum, Coarse		19-mm Maximum, Medium	
Sieve Sizes	Target Value Limits	Sieve Sizes	Target Value Limits
25-mm	100	25-mm	100
19-mm	90-100	19-mm	90-100
9.5-mm	60-75	9.5-mm	65-80
4.75-mm	45-50	4.75-mm	49-54
2.36-mm	32-36	2.36-mm	36-40
600-µm	15-18	600-µm	18-21
75-µm	3-7	75-µm	3-8

12.5-mm Maximum, Coarse		12.5-mm Maximum, Medium	
Sieve Sizes	Target Value Limits	Sieve Sizes	Target Value Limits
19-mm	100	19-mm	100
12.5-mm	95-100	12.5-mm	95-100
9.5-mm	75-90	9.5-mm	80-95
4.75-mm	55-61	4.75-mm	59-66
2.36-mm	40-45	2.36-mm	43-49
600-µm	20-25	600-µm	22-27
75-µm	3-7	75-µm	3-8

During asphalt concrete production, aggregate gradation shall be within the limits specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Conformance with the grading requirements shall be determined by California Test 202, modified by California Test 105, when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between the blends of the different aggregates. The percent passing the 75-µm sieve shall be reported to the first decimal place (tenths).

The combined aggregate shall conform to the following quality requirements prior to the addition of the asphalt binder:

Table 39-2 - AGGREGATE QUALITY REQUIREMENTS

Quality	California Test	Asphalt Concrete	
		Type A	Type B
Percent of Crushed Particles	205		
Coarse Aggregate (Min.)		90%	25%
Fine Aggregate (Passing 4.75-mm, Retained on 2.36-mm) (Min.)		70%	20%
Los Angeles Rattler	211		
Loss at 100 Rev. (Max.)		12%	
Loss at 500 Rev. (Max.)		45%	50%
Sand Equivalent (Min.)[1]	217	47	42
Kc Factor (Max.)	303	1.7	1.7
Kf Factor (Max.)	303	1.7	1.7

Note:

1. Reported value shall be the average of 3 tests split from a single sample.

39-2.03 ASPHALT CONCRETE MIXTURE

The asphalt concrete mixture, composed of the proposed aggregate blend and the proposed asphalt binder content as determined by California Test 367, shall conform to the following requirements:

Table 39-3 - ASPHALT CONCRETE MIXTURE REQUIREMENTS

Design Parameters	California Test	Asphalt Concrete Type and Location			
		Coast and Valley		Desert (per Engineer)	
		Type A	Type B	Type A	Type B
Hveem Stabilometer Value (Min.)	367[1, 2]	37	35	37	35
Percent air voids (Mix Design)	367[1]	3-5[3]	3-5[3]	4-6[4]	4-6[4]
(Start-Up Production Evaluation)		Design Value ±1.0			
Swell [5] (mm) (Max)	305	0.76	0.76	0.76	0.76

Notes:

1. Reported value shall be the average of 3 tests from a single split sample.
2. If the range of stability for the 3 briquettes is more than 12 points, the briquettes shall be discarded and new samples shall be fabricated.
3. Modify California Test 367, paragraph C5, to "most nearly 4%."
4. Modify California Test 367, paragraph C5, to "most nearly 5%."
5. Measured at Mix Design only.

During production and placement, the asphalt concrete mixture shall conform to the requirements of Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Changes in cold feed or hot bin proportions to conform to the aggregate grading requirements shall not be considered changes in the mix design.

Whenever asphalt concrete production has been suspended for longer than 30 days, the Contractor, on the first day of resumption of production, shall sample and test the asphalt concrete to demonstrate conformance with the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements," Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1.

The target value for asphalt content may be changed by as much as ± 0.2 percent during the production start-up evaluation specified in Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1 or after production start-up evaluation and before the first day of regular production with the Engineer's approval. The Contractor shall demonstrate that asphalt concrete that has been produced through the plant using the modified target value for asphalt content is in conformance with this Section 11-1 by submitting test results for samples obtained from the first 500 tonnes of production.

Stability and percent air voids shall be determined using 3 briquettes constructed from a single sample taken from 4 locations across the mat in conformance with the requirements of California Test 125.

Changes from one mix design to another shall not be made during the progress of the work, unless approved by the Engineer. Changes in asphalt content, other than those allowed during the start-up evaluation process, or in aggregate grading target values shall be considered to be a change in the asphalt concrete mixture and shall require a new mix design proposal. Changes in the asphalt content or aggregate grading target values approved by the Engineer will not be applied retroactively for acceptance or payment.

39-2.04 PAVEMENT REINFORCING FABRIC

Pavement reinforcing fabric shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

39-3 ASPHALT CONCRETE MIX DESIGN PROPOSAL AND REVIEW

39-3.01 CONTRACTOR MIX DESIGN PROPOSAL

The Contractor shall submit for the Engineer's review a proposed asphalt concrete mix design for each asphalt concrete mixture to be used at least 14 days prior to production of that asphalt concrete mixture. The asphalt concrete mix design shall be prepared by a laboratory (or laboratories) whose proficiency has been reviewed and qualified in conformance with the Department's Quality Assurance Program. Aggregate quality and asphalt concrete mix design test results shall be no more than one year old when production of the asphalt concrete mixture starts. For projects of more than one year's duration, asphalt concrete may be produced using the asphalt concrete mix design that was reviewed and accepted at the start of the project provided the asphalt concrete mixture continues to conform to the provisions of this Section 11-1, "Quality Control / Quality Assurance."

The Contractor shall submit a mix design letter that indicates the target values proposed for gradation, asphalt content, and percent air voids. This submittal shall include test results for aggregate and asphalt mixture quality; plots of the combined gradings showing the production tolerances; plots of unit weight, stability, and percent air voids versus asphalt content for the asphalt contents considered in the design process. In addition, this submittal shall include test results for stability, percent air voids, and swell for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values for each asphalt concrete mixture to be used.

The Contractor shall submit the following for each asphalt concrete mixture proposed:

A. Aggregate and mineral filler:

1. Target values for percent passing each sieve size for the aggregate blend;
2. Results of tests for aggregate quality requirements;
3. Source of each aggregate to be used including producer, location, and California Mine Identification number;
4. Percentage of each aggregate stockpile, cold feed or hot bin to be used;
5. Gradation of each aggregate stockpile, cold feed or hot bin to be used; and
6. Samples that are representative of the aggregate to be used. Minimum sample sizes shall be as follows:

60 kg of each coarse aggregate;
40 kg of each fine aggregate; and
5 kg of each supplemental fine aggregate.

B. Asphalt binder:

1. Asphalt binder source and target value;
2. Four one-liter samples of the asphalt binder;
3. Results of the asphalt binder quality tests conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications; and
4. Material Safety Data Sheets.

C. Antistrip additives**,** when applicable:

1. A 5-kg sample of the dry additive or a one-liter sample of the liquid antistrip additive, including name of product, manufacturer, manufacturer's designation and proposed rate, location, and method of addition; and
2. Material Safety Data Sheets.

The proposed asphalt concrete mix design submittal will be considered complete only when the mix design letter, test results, plots, and samples have been received by the Engineer.

39-3.02 ENGINEER REVIEW OF ASPHALT CONCRETE MIX DESIGN

The Engineer will review the proposed aggregate and asphalt concrete mixture for conformance with this Section 11-1, "Quality Control/Quality Assurance." The proposed asphalt concrete mixture will be reviewed at the proposed target values for aggregate grading and asphalt content. The Engineer will have 14 days to review each submittal of a proposed mix design. Production of asphalt concrete shall not begin until written notification has been received from the Engineer that the aggregates and proposed mix design meet the quality requirements of this Section 11-1.

The Engineer will reject a proposed asphalt concrete mixture that, during review, fails to meet the quality requirements of Table 39-2, "Aggregate Quality Requirements," and Table 39-3, "Asphalt Concrete Mixture Requirements," of this Section 11-1. The Contractor shall resubmit a mix design letter providing new test results, plots, and material samples.

Disagreements in mix design review shall be resolved in conformance with Section 39-6, "Dispute Resolution," of this Section 11-1. The Contractor shall use a mix design on the project only after the Engineer concurs that the aggregate and asphalt concrete represented by the proposed mix design conforms to the provisions of this Section 11-1.

The Engineer will review one proposed asphalt concrete mix design for each asphalt concrete type and aggregate size from each plant proposed for use on this project at the State's expense. Costs for additional reviews due to failure to conform to the quality requirements of this Section 11-1 and for reviewing other proposed asphalt concrete mix designs will be deducted from moneys due or to become due the Contractor. The cost for each review will be $1,500. Costs for reviewing changes in a mix design that are initiated by the Engineer will be waived. Contractor's retesting due to errors in the Engineer's testing will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Costs for reviewing mix designs not used in this project will be deducted from moneys due or to become due the Contractor.

39-4 CONTRACTOR QUALITY CONTROL

39-4.01 GENERAL

The Contractor shall be responsible for the quality of the asphalt concrete entering into the work and of the work performed. In addition, the Contractor shall be responsible for the quality of asphalt concrete or ingredients procured from subcontractors or vendors. A quality control system shall be established, maintained, and modified, if needed, that will provide assurance that materials and completed work conform to contract requirements.

At least 14 days prior to the start of production of asphalt concrete, the Contractor shall submit a written Quality Control Plan. At the request of the Engineer or the Contractor, the Contractor shall discuss the Quality Control Plan with the Engineer.

39-4.02 QUALITY CONTROL PLAN

The Quality Control Plan shall describe the organization and procedures that will be used to administer the quality control system including the procedures used to control the production process, the procedures used to determine when changes to the production process are needed, and the procedures proposed to be used to implement the required changes. The Quality Control Plan shall meet the minimum standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," available as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Asphalt concrete production and placement shall not begin until the Quality Control Plan has been approved by the Engineer. Approval of the Quality Control Plan does not imply a warranty by the Engineer that adherence to the plan will result in production of asphalt concrete that complies with this Section 11-1. It shall remain the responsibility of the Contractor to demonstrate such compliance.

The Quality Control Plan shall include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the Quality Control Plan, including compliance with the plan and plan modifications. The Quality Control Manager shall be responsible to the Contractor, shall have the authority to make decisions concerning quality of the work or product, and shall be available to the project within less than 3 hours during paving. Except in cases of emergency and with the approval of the Engineer, the Quality Control Manager cannot be a foreman, member of the production or paving crew, an inspector or tester on this project during pavement production and placement.

The Quality Control Plan shall identify personnel, equipment and documentation required for a complete inspection, sampling and testing program. The Quality Control Plan shall include, but not be limited to, a list of inspectors, samplers and testers, their duties, their certifications if required, and their experience if no certification is required. It shall also list the name and location of laboratories that shall be providing information to the Engineer, the testers who conducted the tests and their certifications and the name of the Laboratory Quality Control Manager responsible for oversight of the testing program. It shall also show examples of the test result forms (if different from those in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete"), the roadway and plant inspection forms, the Quality Control Manager's daily summary form, and the compliance charts. It shall include the method by which random sampling shall be determined, a list of the testing and sampling equipment to be used and the current calibration dates and calibration charts, and copies of nuclear gauge licenses.

The Quality Control Plan shall include the name and certification of a testing consultant to be an Independent Third Party in dispute resolution. By mutual agreement during dispute resolution, the Independent Third Party may be a District Independent Assurance Sampler and Tester, the testing consultant or both. The proficiency of the testing consultant shall be reviewed and certified in conformance with the requirements of the Department's Quality Assurance Program before the test consultant participates in dispute resolution. Attention is directed to Section 39-6, "Dispute Resolution," of this Section 11-1.

The Quality Control Plan may be modified as work progresses. A supplement shall be submitted whenever there are changes to quality control procedures or personnel. Asphalt concrete production and placement shall not resume or continue until revisions to the Quality Control Plan or quality control personnel have been approved by the Engineer.

39-4.03 CONTRACTOR QUALITY CONTROL INSPECTION, SAMPLING, AND TESTING

The Contractor shall perform process and quality control sampling and testing, provide inspection, and exercise management control to ensure that asphalt concrete production and placement conforms to the provisions of this Section 11-1. Staffing for process and quality control shall meet the minimum requirements outlined in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete."

Process and quality control, sampling, testing, and inspection shall be provided during the asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that asphalt concrete conforms to the provisions of this Section 11-1.

A roadway inspector shall be provided while asphalt concrete paving operations are in progress. The roadway inspector shall ensure that asphalt concrete placement conforms to industry standards and to the spreading, compacting, and finishing requirements of this Section 11-1, "Quality Control / Quality Assurance." Plant inspection shall be performed as necessary to maintain control of the asphalt concrete production.

Minimum sampling and testing requirements for process and quality control are specified in Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Sampling shall be statistically based and random.

During production start-up evaluation, the Contractor shall sample and test in conformance with the provisions in Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1.

A testing laboratory and personnel shall be provided for the performance of process and quality control testing. The Engineer shall have unrestricted access to mix design, sampling, and testing.

The proficiency of testing laboratories and sampling and testing personnel shall be reviewed, qualified, and certified by the Department's Independent Assurance Sampler and Tester before providing services to the project. Inspectors shall meet the standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete."

39-4.04 CONTRACTOR PROCESS CONTROL

Process control sampling and testing shall be performed and control shall be exercised to ensure that asphalt concrete production conforms with this Section 11-1.

Minimum process control sampling and testing shall be performed in compliance with the following:

Table 39-4 - MINIMUM PROCESS CONTROL REQUIREMENTS

Quality Characteristic	Action Limit	California Test	Minimum Sampling and Testing Frequency	Point of Sampling ‡	Reporting Time Allowance
Sand Equivalent (Min)	47 (Type A) 42 (Type B)	217	One sample per 2500 tonnes	Batch plant - from hot bins. Drum plant - from cold feed.	24 hours
		(Reported value shall be the average of 3)[1]	Not less than one sample per 2 days		
Stability	37 (Type A) 35 (Type B)	366[2]	See Note 4	Mat behind paver	48 hours
		(Reported value shall be the average of 3)[1,3,5]	Not less than one sample per 5 days		

Notes:

‡ In conformance with the requirements of California Test 125.

1. Samples used for the 3 tests to be averaged shall be from a single split sample.
2. Reheat for sample preparation shall be 2 hours maximum.
   Do not place sample or briquette in oven for 15-hour cure.
3. Briquettes shall be fabricated from a single, combined sample obtained from at least 4 locations across the mat behind the paver in conformance with the requirements of California Test 125.
   If the range of stability for the three briquettes is more than 12 points, the samples shall be discarded and new samples shall be obtained before the end of the following shift of paving and tested in conformance with the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements."
4. Asphalt concrete will be sampled and tested each of the first 5 days of production and may be decreased to one for each 5 days thereafter unless stability falls below the action limit.
   When stability falls below the action limit, sampling will be increased to one sample for each of the first 5 days of production and may be decreased to one for each 5 days thereafter.
   The sequence of the first 5 test results shall not be broken by more than 7 days of suspended operations.
5. During production start-up evaluation, a correlation factor for cured vs. uncured specimens shall be established in conformance with the requirements of Section 39-10.02A, "Production Start-Up Evaluation."

The process control test results shall be plotted on specification compliance charts indicating the action limits for the quality characteristic. When one test result falls below the action limit for an individual measurement, the Contractor shall

notify the Engineer, take corrective action, and sample and test within the next 500 tonnes of production. When 2 consecutive test results for an individual characteristic fall below the action limit, the asphalt concrete represented by the 2 tests shall be considered not in compliance. When 2 consecutive test results for an individual characteristic fall below the action limit, the Contractor shall suspend production, notify the Engineer, and take corrective action. With the approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in compliance with the provisions of this Section 11-1. Production shall begin only after the Engineer has received test results confirming compliance.

Asphalt concrete that has 2 consecutive stability test results less than or equal to 26 for Type A asphalt concrete or less than or equal to 24 for Type B asphalt concrete shall be removed at the Contractor's expense. Asphalt concrete placed to demonstrate compliance that does not meet the provisions of this Section 11-1 shall be removed at the Contractor's expense.

39-4.05 CONTRACTOR QUALITY CONTROL

Quality control, sampling, testing, and inspection shall be provided during asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that the asphalt concrete product conforms to the requirements in this Section 11-1. Sampling for testing to be reported to the Engineer shall be performed at the minimum frequency specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1, "Quality Control/Quality Assurance."

Quality control samples of aggregates and asphalt concrete mixture shall be obtained and split. One split portion of each sample shall be used for quality control testing and the other portion shall be reserved for possible retest during dispute resolution, in conformance with Section 39-6, "Dispute Resolution," of this Section 11-1. Quality control samples shall be stored in a location listed in the Quality Control Plan until disposal has been approved by the Engineer.

The Contractor shall obtain a one-liter sample of the asphalt binder in conformance with Section 39-7.01C, "Asphalt Binder Storage," of this Section 11-1 for each day of asphalt concrete production. The sample containers shall be labeled as shown in the "Manual for Quality Control and Quality Assurance for Asphalt Concrete" and shall be sent by the Contractor to the Transportation Laboratory on a weekly basis, except for modified asphalts that shall be shipped daily. A copy of the transmittal form shall be attached to the daily report of inspection.

When test results for a single quality characteristic deviate beyond the limits specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 the Contractor shall take corrective action and shall bring the asphalt concrete within the specification limits. The corrective action taken shall be documented in the records of inspection in conformance with Section 39-4.06B, "Records of Inspection and Testing," of this Section 11-1. When a single quality characteristic deviates 3 consecutive times beyond the limits specified in Table 39-9, "Minimum Quality Control Test Requirements," of this Section 11-1, the Contractor shall suspend production, shall notify the Engineer, and shall take corrective action. With the approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed and the requirements of Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1 shall be used to demonstrate that the asphalt concrete is once again in compliance with this Section 11-1. Production of asphalt concrete shall start only after the Engineer has received test results confirming compliance. When an individual quality characteristic deviates 3 consecutive times beyond the specification limits and production of asphalt concrete has been suspended, the lot shall be terminated.

If an ignition oven is used for asphalt content in conformance with the requirements of California Test 382, gradations of the remaining aggregates shall be provided for each 5000 tonnes of production. Testing of the aggregates shall be in conformance with the requirements of California Test 202, Sections F and G, "Sieve Analysis of Fine and Coarse Aggregates." Test results from these gradings shall be provided prior to completion of the project. Gradings from the aggregates recovered from the ignition oven will not be used in the statistical analysis for quality or for pay. Payment for these gradings will be made as extra work as provided in Section 4-1.03D of the Standard Specifications at the rate of $150 per test result for the cost of the additional testing.

39-4.06 CHARTS AND RECORDS

The Contractor shall record sampling and testing results for both process control and for quality control on forms as provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete" or on forms approved by the Engineer. Complete testing records shall be maintained and posted in the Contractor's laboratory. Models of forms that are different from those in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," locations of postings, and times and means of submissions shall be provided in the Quality Control Plan.

For every 5000 tonnes of asphalt concrete produced, the Contractor shall provide an electronic copy of the process and quality control test results using the Department's statistical evaluation program "AC Pay" available as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Compliance charts and inspection and testing records, except stability test results used for process control, shall be submitted within 24 hours after completion of that shift of asphalt concrete production. If the record is incomplete or in error, a copy of the record will be returned with the deficiencies noted by the Engineer. The Contractor shall correct deficiencies and return the updated record by the start of the following working day. When errors or omissions in the

inspection or testing records repeatedly occur, asphalt concrete production and placement shall be suspended and the procedures by which the records are produced shall be corrected before production and placement will be restarted.

39-4.06A Compliance Charts

The Contractor shall develop and maintain time linear specification compliance charts. The compliance charts shall identify the project, test number, test parameter, applicable upper and lower specification limits, and test results.

Compliance charts shall be kept current and shall be posted at a location designated in the Quality Control Plan. Compliance charts shall be updated each day of asphalt concrete production, and up-to-date copies shall be included in the submittals to the Engineer of each day's test results.

39-4.06B Records of Inspection and Testing

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Construction Daily Record of Inspection," on forms provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete." A form shall be submitted for inspection at the plant and at the roadway.

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Inspection and Testing Summary" on a form provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete." Plant and roadway inspection forms documenting the day's plant production and roadway placement shall be completed. Deviations from the specifications or the Contractor's regular practice shall be listed and explained. Individual inspection forms shall be signed by the inspector and initialed by the Quality Control Manager and attached to the summary at submittal. Test forms documenting test results shall be complete, signed by the tester, checked and initialed by the Quality Control Manager, and attached to the summary at submittal. Sampling and testing data and calculations that support a test result shall be made available to the Engineer within 48 hours when requested.

The "Asphalt Concrete Inspection and Testing Summary" shall include the following certification signed by the Quality Control Manager:

> It is hereby certified that the information contained in this record is accurate, and that information, tests or calculations documented herein comply with the requirements of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as a part of this record.

39-5 ENGINEER QUALITY ASSURANCE

39-5.01 GENERAL

The Engineer will assure conformance to contract specifications by review of the Contractor's mix design proposal, by inspection of the Contractor's procedures, by oversight of the Contractor's quality control inspection and records, by splitting and testing samples with the Contractor during evaluation of the plant production start-up and the nuclear density test strip, and by independent verification sampling and testing of the asphalt concrete and aggregates during asphalt concrete production.

The Contractor may witness assurance sampling and testing. However, the Engineer will not be required to notify the Contractor of anticipated sampling schedules or locations and will not delay sampling or testing if the Contractor is unable to attend. The Contractor shall not use samples taken for assurance testing for testing and submittal as a quality control test result.

The Engineer will provide the Contractor with copies of the assurance test results not more than 2 working days after receipt of the results. Sampling and testing data and calculations that support a test result shall be made available to the Contractor within 48 hours when requested.

The Engineer may test the asphalt, aggregates or asphalt concrete mixture to determine conformance with this Section 11-1, "Quality Control/Quality Assurance," whenever an asphalt concrete mixture or ingredient appears defective or inconsistent or whenever a test result indicates a change in the characteristics of the asphalt concrete mixture or an ingredient. Asphalt, aggregates or asphalt concrete that does not conform with this Section 11-1 will be rejected in conformance with Section 39-11, "Acceptance of Work," of this Section 11-1.

The Contractor, when directed by the Engineer, shall obtain representative samples of the asphalt concrete mixture or ingredients that appear defective or inconsistent. The samples shall be split into 4 portions. The Contractor shall retain 1 portion for testing if the Contractor chooses and 3 portions shall be delivered to the Engineer. The asphalt concrete or ingredient need not be sampled if the Contractor elects to remove and replace the asphalt concrete, at the Contractor's expense, or if the Contractor uses a method of correcting the situation that has been approved by the Engineer. Test results from these additional samples shall not be used as a basis for a calculated pay factor.

39-5.02 SAMPLING AND TESTING FOR VERIFICATION

Independent of the Contractor's quality control testing, the Engineer will obtain random samples of the aggregate and asphalt concrete mixture and test for in-place density.

Samples of aggregates and asphalt concrete will be obtained during asphalt concrete production and placement, and will be split into at least 4 portions. One of the split portions will be tested by the Engineer and used to verify quality control test results, one portion will be provided to the Contractor, and 2 portions will be reserved and stored for testing in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1. When verifying the relative compaction, the Engineer will obtain a sample of a sample of asphalt concrete from the mat behind the paver, will split the sample and apportion the sample as described above, and will test the sample for test maximum density.

The Engineer will test for material quality characteristics specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Verification tests will be at a frequency of not less than 10 percent of the minimum quality control sampling and testing frequency and will be performed in conformance with the test methods specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Verification tests will be performed using the same test methods used for quality control testing.

During the Engineer's verification of the relative compaction, the Engineer will determine the location of 500 tonnes of asphalt concrete to be tested using a random number, will obtain an asphalt concrete sample from within this location for determination of the test maximum density, and will determine the relative compaction of the in-place asphalt concrete as specified in California Test 375. The Contractor shall obtain one of the split samples of asphalt concrete for determination of test maximum density and shall determine the relative compaction of the 500 tonnes of asphalt tested by the Engineer using the same testing sites determined by the Engineer. The results of this common testing will be compared to the allowable testing difference defined in Table 39-6, "Allowable Testing Differences," of this Section 11-1. If the test maximum density or the relative compaction does not comply with the allowable testing difference, then the Engineer and Contractor will use the first 500 tonnes of the next day's production to re-correlate the nuclear gauges used in testing as defined by California Test 375.

During production start-up evaluation, the Engineer will witness the sampling of asphalt concrete and aggregates and will perform tests on the materials in conformance with Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1.

39-5.03 VERIFICATION

The Engineer will determine the acceptability of the quality control test results by using the *t*-test for sample means to test whether or not the means of the quality control test results and verification test results are within an allowable testing difference. Quality control test results and verification test results for each indexed quality characteristic will be used in the verification process.

The *t*-value of the group of test data to be verified is computed as follows:

$$t = \frac{\left|\overline{X_c} - \overline{X_v}\right|}{S_p\sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \qquad \text{and} \qquad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

n_c	=	Number of Contractor's quality control tests (minimum of 2 required)
n_v	=	Number of Verification tests (minimum of 1 required)
$\overline{X}_c$	=	Mean of the Contractor's quality control tests
$\overline{X}_v$	=	Mean of the Verification tests
S_p	=	Pooled standard deviation (When $n_v = 1$, $S_p = S_c$)
S_c	=	Standard deviation of the Contractor's quality control tests
S_v	=	Standard deviation of the Verification tests (when $n_v > 1$)

The comparison of quality control test results and verification test results will be considered at a level of significance, $\alpha = 0.01$. Compute *t* using the equation above and compare to the critical *t*-value, t_{crit} , from the following table:

Table 39-5 - CRITICAL t-VALUE FOR VERIFICATION OF QUALITY CONTROL TESTING

degrees of freedom (nc+nv-2)	t_{crit} (for $\alpha = 0.01$)	degrees of freedom (nc+nv-2)	t_{crit} (for $\alpha = 0.01$)
1	63.657	18	2.878
2	9.925	19	2.861
3	5.841	20	2.845
4	4.604	21	2.831
5	4.032	22	2.819
6	3.707	23	2.807
7	3.499	24	2.797
8	3.355	25	2.787
9	3.250	26	2.779
10	3.169	27	2.771
11	3.106	28	2.763
12	3.055	29	2.756
13	3.012	30	2.750
14	2.977	40	2.704
15	2.947	60	2.660
16	2.921	120	2.617
17	2.898	∞	2.576

Quality control test results are verified if the *t*-value computed is less than or equal to t_{crit} ($t \leq t_{crit}$), and the difference between the means of the quality control test results and verification test results are within an allowable testing difference. Quality control test results are not verified if the *t*-value computed is greater than t_{crit} ($t > t_{crit}$), and the difference between the means exceeds the allowable testing difference. The allowable testing difference shall be as follows:

Table 39-6 - ALLOWABLE TESTING DIFFERENCE

Quality	California Test	Allowable Testing Difference
Sand Equivalent (min.)	217	8
Hveem Stabilometer Value (min.)	366	10
Percent Air Voids	367	1.5
Asphalt Content	379 or 382	0.3%
Gradation	202	
19 or 12.5 mm		2
9.5 mm		4
4.75 mm		3
2.36 mm		2
600 µm		2
75 µm		1.0
Relative Compaction	375	0.8%
Test Maximum Density		0.03 g/cc

If quality control test results are not verified, the Contractor will be notified of the difference. The Engineer will sample asphalt concrete production at a more frequent interval. Resolution of the problem shall be in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

39-6 DISPUTE RESOLUTION

39-6.01 GENERAL

The Contractor and the Engineer shall work together to avoid potential conflicts and to resolve differences that may arise from a disagreement regarding test result comparisons.

Should the results of the testing fail to meet the criteria of the stage at which the disagreement arose, production shall be suspended. Production shall not start or resume nor shall asphalt concrete be accepted until the differences have been

resolved and the Engineer is assured that the asphalt concrete conforms to this Section 11-1, "Quality Control/Quality Assurance."

When the Engineer and the Contractor, together or separately, are unable to determine the source of error, an Independent Third Party shall act as witness and referee.

In disagreements, if the Engineer's testing process meets the requirements of this Section 11-1, costs related to the review shall be borne by the Contractor. The Contractor's sampling and testing program shall be modified as necessary. New test results shall be submitted to the Engineer. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. If split samples are not available and retesting is not possible, that portion of the asphalt concrete produced or placed prior to and during the disagreement will be evaluated based on the results of the Engineer's verification test results.

In disagreements, if the Engineer's testing process fails to meet the requirements of this Section 11-1, costs related to the review shall be borne by the State. The Engineer's sampling and testing program will be modified as necessary. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. Contractor's retesting due to errors in the Engineer's testing will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. If, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of delays or errors in the Engineer's testing, the delay will be considered a right of way delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

In disagreements, if both the Contractor's and the Engineer's testing processes have failed to meet the requirements of this Section 11-1 or if the cause cannot be determined, each party will bear the costs related to their own review. When appropriate, the Contractor's and the Engineer's sampling and testing programs shall be modified as necessary, split samples of the Contractor's quality control samples or the Engineer's verification samples shall be retested, and the new quality control test results shall be submitted to the Engineer. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. If split samples of aggregates or asphalt concrete mixture from the Contractor's testing are not available where retesting is required, that portion of the asphalt concrete produced prior to and during the disagreement will be evaluated based on the results of the Engineer's verification test results.

39-6.02 DURING THE ASPHALT CONCRETE MIX DESIGN REVIEW

During the asphalt concrete mix design review, if the Engineer's review does not confirm that one or more of the aggregate or the asphalt concrete mixture qualities comply with this Section 11-1, "Quality Control/Quality Assurance," both parties will review their sampling, testing, and test results and shall share their findings. Testers and laboratories shall be made available for witnessing. Calculations and test results shall be made available for review. If an error in the Contractor's testing is detected during this review, the Contractor shall, as is appropriate, recalculate or retest. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected, the Engineer will, as is appropriate, recalculate or retest.

If the Contractor's and Engineer's review does not reveal the source of conflict, the Contractor's and the Engineer's sampling and testing processes shall be witnessed by the Independent Third Party. Testing to resolve the dispute in results for the mix design shall be performed using samples that were obtained and split while being witnessed by the Independent Third Party. Review of sample preparation and testing will be performed at both the Contractor's and the Engineer's laboratory on a portion of the split material while being witnessed by the Independent Third Party. The resulting mix design shall be used for production.

39-6.03 DURING THE PRODUCTION START-UP EVALUATION

When the Contractor's and Engineer's test results during production start-up fail to meet the provisions in Section 39-10.02, "Production Start-Up Evaluation and Nuclear Density Test Strips," both parties will review their sampling, testing, and test results, and shall share their findings. Testers and laboratories shall be made available for witnessing. Calculations and test results shall be made available for review. If an error in the Contractor's testing is detected during this review, the Contractor shall, as is appropriate, recalculate or retest. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected, the Engineer will, as is appropriate, recalculate or retest.

If the Contractor's and the Engineer's review does not resolve the differences, the Contractor's and the Engineer's testing processes shall be witnessed by the Independent Third Party using the 2 remaining portions of the split samples. If necessary, a 250-tonne to 500-tonne quantity of asphalt concrete shall be placed at a location agreed to by the Engineer to provide asphalt concrete and ingredients for sampling and testing for the Independent Third Party review.

If an error in the Contractor's testing is detected by the Independent Third Party, the Contractor shall take corrective action and, as appropriate, recalculate or retest the split portion of the trial quantity of asphalt concrete in question. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected by the Independent Third Party, the Engineer will take corrective action and, as appropriate, recalculate or retest the split portion of the first trial quantity.

Production shall not start nor shall asphalt concrete be accepted until the differences have been resolved and the test results meet the provisions in Section 39-10.02, "Production Start-Up Evaluation and Nuclear Density Test Strips," of this Section 11-1.

39-6.04 DURING PRODUCTION

When it is determined that the quality control test results could not be verified, both parties will review their sampling, testing, and test results, and shall share their findings. Testers and laboratories will be made available for witnessing. Calculations and results will be made available for review.

If an error in the quality control sampling or testing is detected during the Contractor's or the Engineer's review, the Contractor shall either recalculate or, if appropriate, retest using the reserved split portions of the quality control samples. These new test results shall be submitted to the Engineer. If an error in the verification sampling or testing is detected, the Engineer will recalculate or, if appropriate, retest using a reserved split portion of the verification samples. Using the new test results, the Engineer will repeat the calculation of the *t*-test and will determine if the means of the quality control tests and the verification test results are within the allowable testing difference as specified in Section 39-5.03, "Verification," of this Section 11-1.

When the verification test results do not verify the quality control test results 3 consecutive times, both the Contractor's and the Engineer's testers shall be witnessed by the Independent Third Party while sampling, splitting, and testing samples from the production unit or from the mat . The Contractor may produce and place up to 1000 tonnes of asphalt concrete to provide materials and sampling opportunities. Production and placement of asphalt concrete will be suspended until the Independent Third Party has completed the review of the Contractor's and the Engineer's sampling and testing and resolved the differences.

If an error in the Contractor's testing is detected by the Independent Third Party, the Contractor shall take corrective action and, as appropriate, recalculate or retest the split portion of the quality control samples. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected by the Independent Third Party, the Engineer will take corrective action and, as appropriate, recalculate or retest a split portion of the verification samples. When the error has been detected and corrected, production shall resume and the services of the Independent Third Party will be discontinued.

If a problem is not identified during the Independent Third Party review, the Independent Third Party shall be retained for the duration of the project or until a problem has been identified. Until all asphalt concrete has been produced and placed, the Contractor shall sample and split quality control samples in the presence of the Independent Third Party. One portion of each sample shall be tested by the Contractor in conformance with the intervals specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1, and the other portion shall be delivered to the Engineer by the Independent Third Party. The Engineer will test at least one of every 5 of the split samples for verification purposes. A new lot will be designated for asphalt concrete produced since the Independent Third Party was consulted. The pay factor for this lot will be determined in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1 with the exception that both the Contractor's quality control test results and the Engineer's verification test results will be combined and will be the basis for acceptance of that portion of the work. The pay factor for the lot of asphalt concrete which brought about the dispute resolution shall be determined in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1 with the exception that both the Contractor's quality control test results and the Engineer's verification test results will be combined and will be the basis for acceptance of that portion of the work.

39-7 STORING, PROPORTIONING AND MIXING MATERIALS

39-7.01 STORAGE

The Contractor shall store the aggregate for asphalt concrete so that separately sized aggregates will not be intermingled and shall store asphalt binder so that different grades of asphalt will not be intermingled. Aggregate that has been intermingled with aggregate of another size shall be removed by the Contractor and replaced with aggregate of specified grading.

When the Contractor adds supplemental fine aggregate, each supplemental fine aggregate used shall be stored separately and kept thoroughly dry.

The measurement and storage provisions of this Section shall not apply to the dust collected in skimmers and expansion chambers (knock-out boxes) or to the dust collected in centrifugal (cyclone) collectors. Dust from these collectors may be returned to the aggregate without being measured or stored separately, provided the dust is returned uniformly at a point in advance of the sampling device in batch-mixing plants or is returned at or before mixing in continuous mixing plants.

Aggregate and asphalt binder shall be stored in conformance with the following requirements.

39-7.01A Aggregate Cold Storage

Material shall be fed from storage with a mechanical feeder. Before being fed to the drier, aggregate shall be separated into 3 or more sizes and stored separately.

39-7.01B Aggregate Hot Storage

Aggregate for asphalt concrete to be mixed in batch mixing plants shall be stored, after being dried, in conformance with the following requirements:

1. Aggregates for asphalt concrete shall be separated into 3 or more sizes.
2. After the aggregate is separated, each size shall be stored in a separate bin, and shall be recombined in conformance with the provisions in Section 39-7.03A, "Proportioning for Batch Mixing," of this Section 11-1 in order to conform to the gradings specified in Section 39-2, "Materials," of this Section 11-1. Storage bins shall be provided with chutes to prevent overflow into adjacent bins.

39-7.01C Asphalt Binder Storage

Asphalt to be used as a binder for asphalt concrete shall be stored in heated tanks.

A suitable sampling device shall be provided in asphalt feed lines connecting plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall consist of a valve with a nominal diameter between 10 mm and 20 mm, constructed in such a manner that a one-liter sample may be slowly withdrawn during plant operations. The valve shall be maintained in good condition and, if the valve fails to function properly, the valve shall be replaced. The sampling device shall be readily accessible and in an area free of dangerous obstructions and shall be between 600 mm and 750 mm above the platform. A drainage receptacle shall be provided for flushing the device prior to sampling.

The discharge end of the asphalt binder circulating pipe shall be maintained below the surface of the asphalt binder in the storage tank to prevent discharging hot asphalt binder into open air.

A temperature sensing device shall be installed in the asphalt feed line. The device shall measure the temperature of the asphalt and shall be accurate to 5˚C increments. An automatic, continuous recording device shall be provided and used to maintain accurate records of the asphalt temperature during production. Where the plant controller has the capability of capturing production data electronically, including ingredient temperatures, and when this data represents the temperature at the time of production and is captured at intervals of not greater than 5 minutes, this process will be considered to be continuous recording. Captured data shall be retained for the duration of the contract and shall be submitted to the Engineer on request.

39-7.02 DRYING

Aggregate shall be fed directly to a drier-drum mixer or to a drier at a uniform rate.

Aggregate shall be dried such that, at the time of spreading, the moisture content of the completed asphalt concrete mixture shall not exceed 1.0 percent and the minimum and maximum asphalt concrete mixture temperatures are not exceeded. Moisture content will be determined in conformity with the requirements of California Test 370.

The drier or drier-drum mixer shall be provided with a device that senses the temperature of the material leaving the drier or the drier-drum mixer. The temperature-sensing device shall be accurate to the nearest 5˚C. The indicator shall be located and maintained at the point where the proportioning operations are controlled. An automatic continuous recording device shall be provided and used to maintain accurate records of the temperatures during production. Where the plant controller has the capability of capturing production data electronically, including ingredient temperatures, and when this data represents the temperature at the time of production and is captured at intervals of not greater than 5 minutes, this process will be considered to be continuous recording. Captured data shall be retained for the duration of the contract and shall be submitted to the Engineer on request.

The burner used for heating the aggregate shall achieve complete combustion of the fuel.

39-7.03 PROPORTIONING

Proportioning shall be either by hot-feed control or cold-feed control. Hot-feed control and cold-feed control indicate the location of the measuring devices or controls.

The Contractor's mixing equipment shall be equipped with a suitable, safe sampling device that will provide a sample, representative of actual production, of the aggregate being incorporated into the asphalt concrete. The delivery point of samples shall be safe and convenient. When samples are taken from a location above ground level, a means shall be provided for lowering the aggregate samples to the ground.

39-7.03A Proportioning for Batch Mixing

When the Contractor elects to use batch mixing equipment, each aggregate hot storage bin shall be equipped with a sampling device that will provide a sample of the aggregate discharged into the weigh hopper.

Fine material collected in dust control systems, other than centrifugal collectors or knock-out boxes, shall be considered to be supplemental fine aggregate. When supplemental fine aggregate is used, it shall be proportioned by mass.

A sampling device for supplemental fine aggregate shall be installed in each feed line or surge tank preceding the weigh hopper.

39-7.03A(1) Batching Tolerances

Aggregate and asphalt shall be proportioned by mass as follows:

A. The zero tolerance for aggregate scales shall be 0.5-percent of the total batch mass of the aggregate. The zero tolerance for separate scales for weighing supplemental fine aggregate or asphalt binder shall be 0.05-percent of the total batch mass of the aggregate.
B. Unless otherwise approved by the Engineer, the indicated mass of material drawn from storage shall not vary from the preselected scale setting as defined by target values of the approved mix design by more than the following percentages of the total batch mass of the aggregate:

    1. Aggregate shall be within one percent, except that when supplemental fine aggregate is used and is weighed cumulatively with the aggregate, the draft of aggregate drawn immediately before the supplemental fine aggregate shall be within 0.5-percent.
    2. Supplemental fine aggregate shall be within 0.5-percent.
    3. Asphalt binder shall be within 0.1-percent.

The asphalt binder shall be measured by a tank scale.

39-7.03A(2) Automatic Controls

Batch proportioning shall be by an automatic plant controller. The proportioning devices shall be automatic to the extent that the only manual operation required for proportioning materials for one batch shall be a single operation of a switch or starter.

Proportioning devices shall be of a type in which materials discharged from the several bins are controlled by gates or by mechanical conveyors. The batching devices shall be so interlocked that no new batch may be started until weigh hoppers are empty, the scales are at zero, and the discharge gates are closed. The means of withdrawal from the bins and of discharge from the weigh box shall be interlocked so that not more than one bin can discharge onto a given scale at one time, and so that the weigh box cannot be tripped until the required quantity from each of the bins has been deposited therein. In addition, automatic proportioning devices shall be interlocked so that the weighing cycle will be interrupted whenever the amount of material drawn from storage varies from the pre-selected amount by more than the tolerances specified in this Section 11-1. Whenever the weighing cycle is interrupted, that specific batch shall not be used in the work unless it can be manually adjusted to meet the specified tolerances based on the total mass of the batch. When partial batches are batched, the interlock tolerances, except the zero tolerance, shall apply to the total mass of aggregate in the partial batch.

Proportioning devices shall be operated so that all mass increments required for a batch are preset at the same time. Controls shall be designed so that these settings may be changed without delay and the order of discharge from the several bins can be changed.

Proportioning controls shall be equipped with the means for inspection of the interlock tolerance settings. Instructions for performing the inspection shall be available at the point of operation.

The necessary means shall be provided to check the mass of various proportioned amounts on a separate vehicle scale located at the plant site.

39-7.03B Proportioning for Continuous Mixing

Asphalt binder shall be introduced into the mixer through a meter conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The asphalt meter shall automatically compensate for changes in the asphalt temperature, unless the meter is the mass flow, coriolis effect, type. The system shall be capable of varying the rate of delivery of binder proportionate with the delivery of aggregate. During a day's run, the temperature of asphalt binder shall not vary more than 30˚C. The meter and lines shall be heated and insulated. The binder storage shall be equipped with a device for automatic plant cut-off when the level of binder is lowered sufficiently to expose the pump suction line.

When supplemental fine aggregate is used, it shall be proportioned by a method that uniformly feeds the material within 2 percent of the required amount. Supplemental fine aggregate shall be discharged from the proportioning device directly into the mixer.

The supplemental fine aggregate proportioning system shall function with a degree of accuracy such that, when operated between 30 percent and 100 percent of maximum operating capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three individual 15-minute runs. For the 3 individual 15-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The fine material collected in dust control systems may be returned to the aggregate production stream without proportioning if returned at a rate commensurate with overall plant production, and if returned at or before the mixer. A return rate of less than 100 percent of the collection rate shall be metered as specified above for supplemental fine aggregate.

The asphalt feeder, each of the aggregate feeders, the supplemental fine aggregate feeder, if used, and the combined aggregate feeder shall be equipped with devices by which the rate of feed can be determined while the plant is in full operation.

The combined aggregate shall be weighed using a belt scale. The belt scale shall be of such accuracy that, when the plant is operating between 30 percent and 100 percent of belt capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three individual 3-minute runs. For the 3 individual 3-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The actual mass of material delivered for proportioning device calibrations shall be determined by a vehicle scale located at the plant site conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The vehicle scale shall be error checked within 24 hours of checking the plant's proportioning devices. The plant shall be equipped so that this accuracy check can be made prior to the first production operation for a project and at other times when requested by the Engineer.

The belt scale for the combined aggregate, the proportioning devices for supplemental fine aggregate, if used, and the asphalt proportioning meter shall be interlocked so that the rates of feed of the aggregates and asphalt will be adjusted automatically (at all production rates and production rate changes) to maintain the asphalt ratio (kilograms of asphalt per 100 kg of dry aggregate including supplemental fine aggregate, if used) designated in the mix design in conformance with the provisions in Section 39-2.03, "Asphalt Concrete Mixture," of this Section 11-1. The plant shall not be operated unless this automatic system is functioning and in good working condition.

Asphalt meters and aggregate belt scales used for proportioning aggregates and asphalt shall be equipped with rate-of-flow indicators to show the rates of delivery of asphalt and aggregate. Meters and scales shall be equipped with resettable totalizers so that the total amounts of asphalt and aggregate introduced into the asphalt concrete mixture can be determined. Rate-of-flow indicators and totalizers for like materials shall be accurate within one percent when compared directly. The asphalt cement totalizer shall not register when the asphalt metering system is not delivering material to the mixer.

The bin or bins containing the fine aggregate and supplemental fine aggregate, if used, shall be equipped with vibrating units or other equipment that will prevent hang-up of material while the plant is operating. Each belt feeder shall be equipped with a device to monitor the depth of aggregate between the troughing rollers. The device for monitoring depth of aggregate shall automatically shut down the plant whenever the depth of aggregate is less than 70 percent of the target depth. To avoid erroneous shut down by normal fluctuations, a delay between sensing less than 70 percent flow and shutdown of the plant will be permitted, as determined by the Engineer, at the time of the initial California Test 109. A second device shall be located either in the stream of aggregate beyond the belt or where it will monitor movement of the belt by detecting revolutions of the tail pulley on the belt feeder. The device for monitoring no-flow or belt movement, as the case may be, shall stop the plant automatically and immediately when there is no flow. The plant shall not be operated unless both low-flow and no-flow monitoring devices are in good working condition and functioning properly.

For continuous pugmill mixing plants, an aggregate sampling device that will provide a 25-kg to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the mixer.

For drier-drum mixing plants, an aggregate sampling device that will provide a 25-kg to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the drier-drum mixer.

When supplemental fine aggregate is used, a sampling device shall be installed in each feed line or surge tank preceding the proportioning device for the supplemental fine aggregate.

39-7.04 (BLANK)

39-7.05 MIXING

Aggregate, supplemental fine aggregate, and asphalt binder shall be mixed in a batch mixer, continuous mixing pugmill mixer, or continuous mixing drier-drum. The charge in a batch mixer, or the rate of feed to a continuous mixer, shall not

exceed that which will permit complete mixing of the material. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments.

Asphalt binder shall be at a temperature of not less than 120°C nor more than 190°C when added to the aggregate.

The temperature of the aggregate before adding the binder shall not be more than 165°C.

39-7.05A Batch Mixing

When asphalt concrete is produced by batch mixing, the mixer shall be equipped with a sufficient number of paddles of a type and arrangement so as to produce a properly mixed batch.

The binder shall be introduced uniformly into the mixer along the center of the mixer parallel to the mixer shafts, or by pressure spraying. When a pan is used, it shall be equipped with movable vanes in order that the flow of binder may be directed across the width of the pan, as desired. The vanes shall be equipped with a means for quick adjustment, and a positive lock to prevent shifting.

The mixer platform shall be of ample size to provide safe and convenient access to the mixer and other equipment. The mixer housing and weighbox housing shall be equipped with gates of ample size to permit ready sampling of the discharge of aggregate from each of the plant bins and from each feed line or surge tank of supplemental fine aggregate, if used. The Contractor shall provide a sampling device capable of delivering a representative sample of sufficient size to permit the required tests.

The mixer shall be equipped with a timing device that will indicate by a definite audible or visual signal the expiration of the mixing period. The device shall measure the time of mixing within 2 seconds.

The time of mixing a batch shall begin on the charging stroke of the weighhopper dumping mechanism and shall end when discharge is started. Mixing shall continue until a homogeneous asphalt concrete mixture of uniformly distributed and properly coated aggregates of unchanging appearance is produced. The time of mixing shall be not less than 30 seconds.

An interval timer shall control the time of mixing. The interval timer shall be interlocked so that the mixer cannot be discharged until the materials have been mixed for the full amount of time specified.

39-7.05B Continuous Mixing

Continuous mixing plants shall utilize pugmill or drier-drum mixers.

When asphalt concrete is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the asphalt concrete mixture to produce properly mixed asphalt concrete. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.

Mixing shall continue until a homogeneous asphalt concrete mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at the discharge point from the mixer.

The temperature of the completed asphalt concrete mixture shall not exceed 165°C upon discharge from the mixer.

The mixer shall discharge into a storage silo with a capacity of not less than that specified in Section 39-7.06, "Asphalt Concrete Storage," of this Section 11-1. The Contractor shall provide a means of diverting the flow of asphalt concrete away from the silo to prevent incompletely mixed portions of the asphalt concrete mixture from entering the silo.

39-7.06 ASPHALT CONCRETE STORAGE

When asphalt concrete is stored, it shall be stored only in silos. Asphalt concrete shall not be stockpiled. The minimum quantity of asphalt concrete in a silo during mixing shall be 18 tonnes except for the period immediately following a shut-down of the plant of 2 hours or more. A means shall be provided to indicate that storage in each silo is being maintained as required.

Storage silos shall be equipped with a surge-batcher sized to hold a minimum of 1800 kg of material. A surge-batcher consists of equipment placed at the top of the storage silo that catches the continuous delivery of the completed asphalt concrete mix and changes it to individual batch delivery to prevent the segregation of product ingredients as the completed asphalt concrete mix is placed into storage. The surge-batcher shall be center loading and shall be constructed to prevent material buildup. Rotary chutes shall not be used as surge-batchers.

The surge-batcher shall be independent and distinct from conveyors or chutes used to collect or direct the completed asphalt concrete mixture being discharged into storage silos and shall be the last device to handle the material before it enters the silo. Multiple storage silos shall be served by an individual surge-batcher for each silo. Material handling shall be free of oblique movement between the highest elevation (conveyor outfall) and subsequent placement in the silo. Discharge gates on surge-batchers shall be automatic in operation and shall discharge only after a minimum of 1800 kg of material has been collected and shall close before the last collected material leaves the device. Discharge gate design shall prevent the deflection of material during the opening and closing operation.

Asphalt concrete stored in excess of 18 hours shall not be used in the work. Asphalt concrete mixture containing hardened lumps shall not be used. A storage facility that contained the material with the hardened lumps shall not be used for further storage until the cause of the lumps is corrected.

39-7.07 ASPHALT CONCRETE PLANTS

Plants, including commercial plants, that produce asphalt concrete subject to these specifications shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications, and shall be equipped with a wet-tube dust washer or equal and other devices that will reduce the dust emission to the degree that adjacent property is not damaged. The washer and other equipment shall function efficiently when the plant is in operation.

During production, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on belts, conveyors, hoppers, or hauling equipment.

Plants shall be equipped with an inspection dock constructed so that a quality control technician or inspector standing on the dock can inspect the completed asphalt concrete mixture and take samples, as necessary, from the hauling vehicle before the vehicle leaves the plant site. This inspection dock shall allow the hauling vehicle to pull alongside and shall meet applicable safety requirements of the California Division of Occupational Safety and Health. Haul vehicle drivers shall be instructed to stop at the dock whenever a quality control technician or inspector is on the dock and to remain there until directed to leave by that individual.

39-8 SUBGRADE, PRIME COAT, PAINT BINDER (TACK COAT), AND PAVEMENT REINFORCING FABRIC

39-8.01 SUBGRADE

Immediately prior to applying prime coat or paint binder (tack coat), or immediately prior to placing the asphalt concrete when a prime coat or paint binder (tack coat) is not required, the subgrade to receive asphalt concrete shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be free of loose or extraneous material. If the asphalt concrete is to be placed on an existing base or pavement that was not constructed as part of the contract, the surface shall be cleaned by sweeping, flushing or other means to remove loose particles of paving, dirt, and other extraneous material immediately before applying the prime coat or paint binder (tack coat).

39-8.02 PRIME COAT AND PAINT BINDER (TACK COAT)

A prime coat of liquid asphalt shall be applied to the areas to be surfaced when there is a contract item for the work or when the work is required in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Prime coat shall be applied only to those areas designated by the Engineer.

Prime coat shall be applied at the approximate total rate of 1.15 L per square meter of surface covered. The exact rate and number of applications will be determined by the Engineer.

Prime coat shall be applied at a temperature conforming to the range of temperatures specified in Section 93-1.03, "Mixing and Applying," of the Standard Specifications for distributor application of the grade of liquid asphalt being used.

Prime coat or paint binder (tack coat) shall be applied in advance of placing the surfacing only as far as shall be approved by the Engineer. When asphaltic emulsion is used as paint binder (tack coat), asphalt concrete shall not be placed until the applied asphaltic emulsion has completely changed color from brown to black.

Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged. Loose or extraneous material shall be removed and no additional compensation will be allowed therefor.

39-8.03 PAVEMENT REINFORCING FABRIC

Pavement reinforcing fabric shall be placed on existing pavement to be surfaced or between layers of asphalt concrete when such work is shown on the plans, or specified in "Asphalt Concrete" in Section 10-1, of these special provisions, or ordered by the Engineer.

Immediately prior to placing binder, pavement reinforcing fabric, and asphalt concrete surfacing, the pavement shall be cleaned of loose and extraneous materials such as, but not limited to, vegetation, sand, dirt, gravel and water.

Before placing the pavement reinforcing fabric, a binder of paving asphalt Grade AR-8000 shall be applied uniformly to the surface to receive the pavement reinforcing fabric at a rate of not less than 1.15 L per square meter of surface covered. Pavement reinforcing fabric shall not be placed in areas of conform tapers when the thickness of the overlying asphalt concrete will be 40 mm or less. When pavement reinforcing fabric is placed in areas of conform tapers the binder shall be spread at the approximate rate of 1.4 L per square meter of surface covered. The exact rate will be determined by the Engineer. The binder shall be applied to a width equal to the width of the fabric mat plus 75 mm on each side.

Asphaltic emulsion shall not be substituted for paving asphalt binder for pavement reinforcing fabric.

Before applying binder, large cracks, spalls, and depressions in existing pavement shall be repaired as directed by the Engineer and, if not included in the item, the repair work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The pavement reinforcing fabric shall be aligned and placed with no wrinkles that lap. The test for lapping shall be made by gathering together the pavement reinforcing fabric in a wrinkle. If the height of the doubled portion of extra fabric is

15 mm or more, the fabric shall be cut to remove the wrinkle, then lapped in the direction of paving. Lap in excess of 50 mm shall be removed.

If manual laydown methods are used, the pavement reinforcing fabric shall be unrolled, aligned, and placed in increments of approximately 9 m.

Adjacent borders of the pavement reinforcing fabric shall be lapped 50 mm to 100 mm. The preceding roll shall be lapped 50 mm to 100 mm over the following roll in the direction of paving at ends of rolls or at a break. At pavement reinforcing fabric overlays, both the binder and the fabric shall overlap previously placed fabric by the same amount.

Seating of the pavement reinforcing fabric with rolling equipment after placing will be permitted. Turning of the paving machine and other vehicles shall be gradual and kept to a minimum to avoid damage to the fabric.

A small quantity of asphalt concrete, to be determined by the Engineer, may be spread over the pavement reinforcing fabric immediately in advance of placing asphalt concrete surfacing in order to prevent fabric from being damaged by construction equipment.

Pavement reinforcing fabric shall not be exposed to public traffic, Contractor's equipment or elements that will damage the fabric prior to placement of asphalt concrete surfacing, as determined by the Engineer. Public access cross traffic may be allowed to cross the fabric under traffic control after the Contractor has placed a small quantity of asphalt concrete over the fabric.

Care shall be taken to avoid tracking binder material onto the pavement reinforcing fabric or distorting the fabric during seating of the fabric with rolling equipment. If necessary to protect the pavement reinforcing fabric, exposed binder material may be covered lightly with sand.

39-9 SPREADING AND COMPACTING EQUIPMENT

39-9.01 SPREADING EQUIPMENT

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane unless otherwise approved by the Engineer. Screed action shall include cutting, crowding or other practical action that is effective on the asphalt concrete mixture without tearing, shoving or gouging and that produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or marks are eliminated by rolling or prevented by adjustment in the operation.

When end dump haul vehicles are used, the asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver. No vibrations or other motions of the loader that could have a detrimental effect on the riding quality of the completed pavement shall be transmitted to the paver.

When asphalt concrete is placed directly upon asphalt treated permeable base, the asphalt concrete shall be placed in a manner and with equipment that will not disturb or displace the asphalt treated permeable base.

39-9.02 COMPACTING EQUIPMENT

A sufficient number of rollers shall be provided to obtain the specified compaction and surface finish required by this Section 11-1. Rollers shall be sized to achieve the required results.

Rollers shall be equipped with pads and water systems that prevent sticking of the asphalt concrete mixtures to the pneumatic or steel-tired wheels. A parting agent that will not damage the asphalt concrete mixture may be used to aid in preventing the asphalt concrete mixture from sticking to the wheels.

39-10 SPREADING AND COMPACTING

39-10.01 GENERAL REQUIREMENTS

Asphalt concrete shall be handled, spread, and compacted in a manner which is in conformance with this Section 11-1, "Quality Control/Quality Assurance."

Asphalt concrete shall be placed in such a manner that cracking, shoving, and displacement will be avoided.

Type A and Type B asphalt concrete shall be placed only when the ambient temperature is above 10°C.

Asphalt concrete shall not be placed when the underlying layer or surface is frozen or not dry or when weather conditions will prevent proper handling, finishing or compaction of the mixture.

Asphalt concrete shall be spread and compacted in the layers and thicknesses indicated in the following table:

Asphalt Concrete Layers and Thickness

Total Thickness Shown on the Plans*	Number of Layers	Top Layer Thickness (Millimeters)		Next Lower Layer Thickness (Millimeters)		All Other Lower Layers Thickness (Millimeters)	
		Min.	Max.	Min.	Max.	Min.	Max.
75 mm or less	1	----	-----	----	----	----	----
76 through 89 mm	2	35	45	35	45	----	----
90 through 135 mm	2	45	60	45	75	—	—
136 mm or more	**	45	60	45	75	45	120

Notes:
*When pavement reinforcing fabric is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on the Plans" for the purpose of spreading and compacting the asphalt concrete above the pavement reinforcing fabric.
**At least 3 layers if total thickness is more than 135 mm and less than 255 mm. At least 4 layers if total thickness is 255 mm or more.

A layer shall not be placed over a layer that exceeds 75 mm in compacted thickness until the temperature of the layer being covered is less than 70°C at mid-depth unless approved by the Engineer.

Asphalt concrete to be placed on shoulders, and on other areas off the traveled way having a width of 1.50 m or more, shall be spread in the same manner as specified above.

The completed mixture shall be deposited on the roadbed at a uniform quantity per linear meter, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture. During transporting, spreading and compacting, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on trucks, spreaders or compactors in contact with the asphalt concrete.

Segregation shall be avoided. Surfacing shall be free from pockets of coarse or fine material. Asphalt concrete containing hardened lumps shall not be used.

Longitudinal joints in the top layer of Type A or Type B asphalt concrete shall correspond with the edges of planned traffic lanes. Longitudinal joints in other layers shall be offset not less than 150 mm alternately each side of the edges of traffic lanes.

Unless otherwise provided herein or approved by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widenings, chain control lanes, turnouts, left-turn pockets, and other areas shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes is changed, the top layer for the through lanes shall be paved first. When existing pavement is to be surfaced and the specified thickness of asphalt concrete to be spread and compacted on the existing pavement is 75 mm or less, the shoulders or other adjoining areas may be spread simultaneously with the through lane provided the completed surfacing conforms to the requirement of this Section 11-1. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete until final compaction has been completed.

At those locations shown on the plans, as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions, or as directed by the Engineer, the asphalt concrete shall be tapered or feathered to conform to existing surfacing or to other highway and non-highway facilities.

At locations where the asphalt concrete is to be placed over areas inaccessible to spreading and rolling equipment, the asphalt concrete shall be spread by practical means to obtain the specified results and shall be compacted thoroughly to the required lines, grades, and cross sections by means of pneumatic tampers or by other methods that will produce the same degree of compaction as pneumatic tampers.

39-10.02 PRODUCTION START-UP EVALUATION AND NUCLEAR DENSITY TEST STRIPS

The Contractor shall demonstrate that the proposed asphalt concrete mixture is being produced and placed on the roadway in conformance with this Section 11-1, "Quality Control/Quality Assurance." The production start-up evaluation shall demonstrate that the aggregates and asphalt concrete mixture conform to the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements," and of Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 when produced using the plant proposed for this project. The nuclear density test strip serves to provide the Contractor with a location to develop a correlation between cores taken from the test strip and the Contractor's and Engineer's nuclear density gage readings taken from the same locations on the test strip and for the Contractor to demonstrate the ability to achieve a minimum of 96 percent relative compaction.

Production start-up evaluation and the nuclear density test strip may be constructed separately or at the same time to serve both purposes. Asphalt concrete used in the nuclear density test strip shall be representative of the asphalt concrete that shall be placed in the project.

Should the test results or testing program fail to meet these criteria, production will be suspended and the Contractor shall resolve the problem in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

Attention is directed to longitudinal and transverse construction joint requirements specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Test data used for the production start up evaluation and the nuclear gage test strips shall not be included with the test data used for acceptance of the work in conformance with the provisions in Section 39-11, "Acceptance of Work," of this Section 11-1.

A production start-up evaluation and a nuclear density test strip shall be used when production of asphalt concrete has been resumed following a suspension of production due to unsatisfactory material quality as specified in Section 39-4.04, "Contractor Process Control," Section 39-4.05, "Contractor Quality Control," and Section 39-11.02A, "General" of this Section 11-1.

39-10.02A Production Start-Up Evaluation

Before or on the first day of asphalt concrete production, the Contractor shall produce a trial quantity of between 250 tonnes and 500 tonnes of asphalt concrete to demonstrate that asphalt concrete produced for this project conforms to the quality characteristics of this Section 11-1. The location of the production start-up evaluation shall be approved by the Engineer.

Asphalt concrete shall be produced by production procedures intended for the entire project. Production of asphalt concrete shall stop after placement of the trial quantity of asphalt concrete. Asphalt concrete production and placement may resume after the quality characteristics of the asphalt concrete mixture have been tested and found to be in conformance with the quality requirements of this Section 11-1.

The Contractor shall randomly obtain 3 aggregate samples from the plant and 3 asphalt concrete mixture samples from the mat behind the paver. Each sample from the plant shall be split into 4 portions; each sample from the mat shall be split into 4 portions. One portion of each sample shall be tested by the Contractor and one portion of each sample shall be provided to the Engineer for testing. The remaining portions shall be delivered to the Engineer and stored for dispute resolution should the test results not conform to this Section 11-1. The Contractor and the Engineer shall evaluate the samples for conformance to the requirements for sand equivalent, stability, percent air voids, and the quality characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. The percent air voids of the asphalt concrete mixture shall be within ± 1.0 percent of the percent air voids designated in the Contractor's mix design.

The trial quantity of asphalt concrete will be accepted if:

A. Not more than 3 of the test results from the combined 6 test results from the Contractor's and Engineer's samples for quality characteristics indexed 2, 3, 4, and 5 in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are outside the specified limits.
B. Not more than one of the test results from the combined 6 test results from the Contractor's and the Engineer's samples for sand equivalent, stability, percent air voids or critical start-up characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are outside the specified limits.

If the test results from the combined 6 test results fail to meet the conditions above, corrective action shall be taken, and a new trial quantity of asphalt concrete shall be placed and evaluated in conformance with the provisions in this section to demonstrate conformance. If the test results from the combined 6 test results fail to meet the requirements above, then the trial quantity of asphalt concrete will be rejected.

The testing program will be considered adequate only if the average of the Contractor's test results and the average of the Engineer's test results for sand equivalent, stability, percent air voids, and the quality characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are within the allowable testing difference designated in Table 39-6, "Allowable Testing Difference," of this Section 11-1.

The Contractor shall not proceed to regular production until the requirements of this Section 39-10.02A, "Production Start-Up Evaluation" have been met. At the request of the Contractor, the Engineer may elect to leave the asphalt concrete which does not meet the requirements of this Section 39-10.02A in place if mitigation at the Contractor's expense can be agreed to. If this quantity of asphalt concrete is left in place, the Contractor will be paid 75 percent of the contract price paid per tonne for asphalt concrete.

The Contractor shall establish a correlation factor for stability of cured versus uncured briquettes. From a single split sample of asphalt concrete, 6 briquettes shall be fabricated. Three of the 6 briquettes shall be cured for 15 hours in conformance with the requirements of California Test 366 and 3 briquettes shall not be cured. The difference between the average stability value determined for the cured and the uncured specimens shall be considered the correlation factor, and

shall be applied to stability values determined on uncured samples throughout the life of the project. The correlation factor may range from zero to 4. If the correlation factor is less than zero, a factor of zero shall be applied. If the factor is greater than 4, the correlation factor shall be approved by the Engineer.

39-10.02B Nuclear Density Test Strip

On the first day of placement of each layer of asphalt concrete the Contractor shall place a test strip in conformance with the requirements of California Test 375. The purpose of the test strip is to determine a correlation between cores taken from the test strip and the nuclear density gage readings taken at the core locations and to demonstrate that the asphalt concrete can be placed and compacted to the standards of this Section 11-1, "Quality Control / Quality Assurance." Asphalt concrete used in the nuclear density test strip shall be representative of the asphalt concrete that shall be placed in the project. The location for the nuclear density test strip shall be approved by the Engineer.

The Contractor shall place nuclear density test strips until conditions of the test method and this Section 11-1 have been met. The requirements of this section and the test method shall apply for the correlation of each gage that is used to determine relative compaction for this project. Relative compaction results will not be accepted if they have been determined using a nuclear gage that has not been correlated using a test strip.

Asphalt concrete in test strips may be left in place under the following conditions:

A. If the relative compaction for the test strip is determined to be 96 percent or greater, the Contractor will be paid at the contract price per tonne of asphalt concrete.
B. If the relative compaction for the test strip is determined to be less than 96 percent but greater than 93 percent, the Contractor will be paid at 75 percent of the contract price per tonne of asphalt concrete. A new test strip will be required, and mitigation measures shall be at Contractor's expense.

Asphalt concrete in test strips will be rejected when the relative compaction for the test strip is below 93 percent. Production and placement shall not begin until the Contractor has demonstrated the ability to achieve 96 percent relative compaction in conformance with this Section 11-1.

39-10.03 SPREADING

Layers shall be spread with an asphalt paver, unless otherwise specified or approved by the Engineer. Asphalt pavers shall be operated in such a manner as to insure continuous and uniform movement of the paver.

In advance of spreading asphalt concrete over an existing base, surfacing or bridge deck, if there is a contract item for asphalt concrete (leveling) or if ordered by the Engineer, asphalt concrete shall be spread by mechanical means that will produce a uniform smoothness and texture. Asphalt concrete (leveling) shall include, but not be limited to, the filling and leveling of irregularities and ruts. Asphalt concrete used to change the cross slope or profile of an existing surface shall not be considered as asphalt concrete (leveling).

Paint binder (tack coat) shall be applied to each layer in advance of spreading the next layer.

Before placing the top layer adjacent to cold transverse construction joints, the joints shall be trimmed to a vertical face on a neat line. Transverse joints shall be tested with a 3.6-m ± 0.06-m straightedge and shall be cut back for surface smoothness as required in conformance with Section 39-10.04, "Compacting," of this Section 11-1. Connections to existing surfacing shall be feathered to conform to the requirements for smoothness. Longitudinal joints shall be trimmed to a vertical face and on a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such a condition that the quality of the completed joint will be affected.

39-10.04 COMPACTING

Compacting equipment shall conform to the provisions in Section 39-9.02, "Compacting Equipment," of this Section 11-1, "Quality Control/Quality Assurance."

Rolling shall commence at the lower edge and shall progress toward the highest portion. When compacting layers that exceed 75 mm in compacted thickness, rolling shall commence at the center and shall progress outwards.

Asphalt concrete shall be compacted to a relative compaction of not less than 96 percent and shall be finished to the lines, grades, and cross sections shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic. No rolling will be permitted after the asphalt concrete temperature is below 60°C.

Asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be compacted by a method approved by the Engineer.

Relative compaction shall be determined in conformance with the requirements of California Test 375 except that only a nuclear gauge with thin lift capability shall be used for asphalt concrete layer of 30 mm to 59 mm in thickness. Laboratory specimens shall be compacted in conformance with the requirements of California Test 304. Test locations will be

established for asphalt concrete areas to be tested, as specified in California Test 375. If the Contractor compacts the asphalt concrete in any form or quantity after sites for testing have been chosen in conformance with the requirements of California Test 375 or after California Test 375 has begun, the quality control tester shall choose a new set of random numbers for locating test sites.

Upon completion of rolling operations, if ordered by the Engineer, the asphalt concrete shall be cooled by applying water. Applying water shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other suitable means. The use of equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

When a straightedge 3.6 m ± 0.06-m long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 3-mm from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 6 mm are present when tested with a straightedge 3.6 m ± 0.06-m long in a direction transverse to the centerline and extending from edge to edge of a 3.6-m traffic lane.

Pavement within 15 m of a structure or approach slab shall conform to the smoothness tolerances specified in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications.

39-11 ACCEPTANCE OF WORK

39-11.01 GENERAL

The Engineer shall select the procedure used to determine the quantities of asphalt concrete for acceptance and payment determination in conformance with the provisions of this Section 11-1, "Quality Control/Quality Assurance."

Quality control test results that have been verified shall form the basis for statistical evaluation of the work in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1. The quality requirements on which statistical evaluation will be based are specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1.

Work determined to be in conformance with the provisions of this Section 11-1 will be accepted and paid for at the contract price per tonne for asphalt concrete and may be subject to compensation adjustment in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1.

Work that is not in compliance with the provisions of this Section 11-1 may be rejected by the Engineer and shall be removed and replaced at the Contractor's expense.

When there are fewer than 5 verified quality control tests, the work will be accepted or rejected based on whether the individual test results meet the quality requirements specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Section 39-11.02, "Statistical Evaluation and Pay Factor Determination," of this Section 11-1 shall not apply.

Aggregates, asphalt binder, and asphalt concrete mixtures that do not conform to this Section 11-1 shall not be used.

The Engineer may reject a quantity of material that is determined to be defective based on visual inspection or noncompliance with the provisions of this Section 11-1.

39-11.02 STATISTICAL EVALUATION AND DETERMINATION OF PAY FACTOR

Statistical evaluation of the work shall be used to verify the Contractor's quality control test results to determine compliance with this Section 11-1, "Quality Control/Quality Assurance."

39-11.02A General

The quality characteristics to be evaluated and the specification limits are specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Asphalt content, aggregate gradation (600-µm and 75-µm sieves), and relative compaction shall be considered for purposes of this Section 11-1 to be critical quality characteristics.

A lot represents the total quantity of asphalt concrete placed. More than one lot will occur if changes in the target values, material sources or mix design are requested by the Contractor and made in conformance with this Section 11-1 or if production of asphalt concrete is suspended due to unsatisfactory performance. However, asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not to be included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be considered as a separate lot from other asphalt concrete. In addition, a new lot may be designated by the Engineer if the production and placement have been suspended for longer than 30 days due to seasonal suspension of phases of work.

A minimum of 5 samples shall be required to perform a statistical evaluation. The maximum obtainable pay factor with the 5 samples shall be 1.01. A minimum of 8 samples shall be required to obtain a pay factor of 1.05. If the sampling frequencies and quantity of work would otherwise result in fewer than 8 samples, the Contractor may submit a written

request to increase the sampling frequency to provide a minimum of 8 samples. The request shall be included in the Quality Control Plan.

The lot will be accepted and a final pay factor determined when the Contractor's sampling, inspection, and test results are completed, have been submitted and evaluated, and the Engineer has visually inspected the pavement. Quality control test results shall be verified using the *t*-test in conformance with the provisions of Section 39-5.03, "Verification," of this Section 11-1 before the results will be used in considering the acceptance of asphalt concrete.

If the current composite pay factor of a lot is greater than 0.90, the lot will be accepted, provided the lowest single pay factor is not within the reject portion of Table 39-8, "Pay Factors," of this Section 11-1. If the lowest single pay factor is within the reject portion of Table 39-8, "Pay Factors," of this Section 11-1, the lot will be rejected. Rejected asphalt concrete shall be removed from the project site at the Contractor's expense.

If the current composite pay factor of a lot is less than 0.90, production of asphalt concrete shall be terminated and corrective action taken. Upon approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in conformance with this Section 11-1. Production of asphalt concrete shall not start until the Engineer has received test results confirming conformance with this Section 11-1. A new lot will be established when production resumes.

If a pay factor for a critical quality characteristic designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 is less than 0.90 for the lot or is within the rejection range for the last 5 tests, production of asphalt concrete shall be terminated and corrective action taken. Upon approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in conformance with this Section 11-1. Production of asphalt concrete shall not start until the Engineer has received test results confirming conformance with this Section 11-1. A new lot will be established when production resumes.

Defective asphalt concrete may be voluntarily removed and replaced with new asphalt concrete to avoid a low pay factor. New material will be sampled, tested, and evaluated in conformance with this Section 11-1.

39-11.02B Statistical Evaluation

The Variability-Unknown/Standard Deviation Method will be used to determine the estimated percentage of the lot that is outside specification limits. The number of significant figures used in the calculations will be in conformance with the requirements of AASHTO Designation R-11, Absolute Method.

The estimated percentage of work that is outside of the specification limits for each quality characteristic will be determined as follows:

1. Calculate the arithmetic mean ($\overline{X}$) of the test values;

$$\overline{X} = \frac{\Sigma x}{n}$$

where:

$\sum$	=	summation of
x	=	individual test values
n	=	total number of test values

2. Calculate the standard deviation (s);

$$s = \sqrt{\frac{n\Sigma\,(x^2)-(\,\Sigma x)^2}{n(n-1)}}$$

where:

$\sum(x^2)$	=	summation of the squares of individual test values
$(\sum x)^2$	=	summation of the individual test values squared
n	=	total number of test values

3. Calculate the upper quality index (Q_u);

$$Q_u = \frac{USL - \overline{X}}{s}$$

where:

USL = upper specification limit

s = standard deviation

$\overline{X}$ = arithmetic mean

(Note: The USL is equal to the upper specification limit or the target value plus the production tolerance.)

4. Calculate the lower quality index (Q_L);

$$Q_L = \frac{\overline{X} - LSL}{s}$$

where:

LSL= lower specification limit or target value minus production tolerance

s = standard deviation

$\overline{X}$ = arithmetic mean

5. From Table 39-7, "Estimated Percent of Work Outside Specification Limits," of this Section 11-1, determine P_U ;

where:

P_U = the estimated percentage of work outside the USL.
(P_U = 0, when USL is not specified.)

6. From Table 39-7, "Estimated Percent of Work Outside Specification Limits," of this Section 11-1, determine P_L;

where:

P_L = the estimated percentage of work outside the LSL.
(P_L = 0, when LSL is not specified.)

7. Calculate the total estimated percentage of work outside the USL and LSL, Percent Defective;

Percent Defective = $P_U + P_L$

where:

P_U = the estimated percentage of work outside the USL

P_L = the estimated percentage of work outside the LSL

8. Repeat Steps 1 through 7 for each quality characteristic listed for acceptance.

39-11.02C Pay Factor Determination and Compensation Adjustment

The pay factor and compensation adjustment for a lot will be determined as follows:

1. From Table 39-8, "Pay Factors," of this Section 11-1, determine the pay factor for each quality characteristic, (PF_{QC}), using the total number of test result values and the total estimated percentage outside the specification limits ($P_U + P_L$) from Step 7 in Section 39-11.02B, "Statistical Evaluation," of this Section 11-1.
2. The pay factor for the lot is a composite of single pay factors determined for each quality characteristic designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. The following formula is used:

$$PF_C = \sum_{i=1}^{8} w_i \, PF_{QC_i}$$

where:

PF_C = the composite pay factor for the lot,

PF_{QC} = the pay factor for the individual quality characteristic,

w = the weighting factor listed in Table 39-9, and

i = the quality characteristic index number in Table 39-9.

3. Payment to the Contractor for the lot of asphalt concrete will be subject to a compensation adjustment. The Compensation Adjustment Factor (CAF) will be determined as follows:

   $CAF = PF_C - 1$

4. The amount of the compensation adjustment will be calculated as the product of:

   a. the Compensation Adjustment Factor (CAF)
   b. the total tonnes represented in the lot, and
   c. the contract price paid per tonne for the item of asphalt concrete involved.

If the compensation adjustment is a negative value, the compensation adjustment will be deducted from moneys due, or that may become due, the Contractor under the contract. If the compensation adjustment is a positive value, the compensation adjustment will be added to moneys due, or that may become due, the Contractor under the contract.

Table 39-7.—ESTIMATED PERCENT OF WORK OUTSIDE SPECIFICATION LIMITS

P_U and/or P_L	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
	Upper Quality Index Q_U or Lower Quality Index Q_L												
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28	2.34	2.39	2.44	2.48	2.51	2.56
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01	2.04	2.07	2.09	2.12	2.14	2.16
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84	1.87	1.89	1.91	1.93	1.94	1.95
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73	1.75	1.76	1.78	1.79	1.80	1.81
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64	1.65	1.66	1.67	1.68	1.69	1.70
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55	1.56	1.57	1.58	1.59	1.59	1.60
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48	1.49	1.50	1.50	1.51	1.51	1.52
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41	1.42	1.43	1.43	1.44	1.44	1.44
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35	1.36	1.36	1.37	1.37	1.37	1.38
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25	1.25	1.25	1.25	1.25	1.26	1.26
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20	1.20	1.20	1.20	1.20	1.20	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.11	1.11	1.11	1.11	1.11	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94	0.94	0.94	0.94	0.94	0.94	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91	0.91	0.90	0.90	0.90	0.90	0.90
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84	0.83	0.83	0.83	0.83	0.83	0.83
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80	0.80	0.80	0.80	0.80	0.80	0.79
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77	0.77	0.76	0.76	0.76	0.76	0.76
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.73	0.73	0.73
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70	0.70	0.70	0.70	0.70	0.70	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67	0.67	0.67	0.67	0.67	0.67	0.66

Table continues below

Table 39-7 (cont.).—ESTIMATED PERCENT OF WORK OUTSIDE SPECIFICATION LIMITS

P_U and/or P_L	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
	Upper Quality Index Q_U or Lower Quality Index Q_L												
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.64	0.63
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61	0.61	0.61	0.61	0.61	0.61	0.60
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58	0.58	0.58	0.58	0.58	0.58	0.57
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55	0.55	0.55	0.55	0.55	0.55	0.54
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52	0.52	0.52	0.52	0.52	0.52	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.49	0.49	0.49	0.49
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47	0.47	0.46	0.46	0.46	0.46	0.46
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.41	0.41	0.41	0.41	0.40
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38	0.38	0.38	0.38	0.38	0.38	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.32
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30	0.30	0.30	0.30	0.30	0.30	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

1. If the value of Q_U or Q_L does not correspond to a value in the table, use the next lower value.
2. If Q_U or Q_L are negative values, P_U or P_L is equal to 100 minus the table value for P_U or P_L.

Table 39-8.—PAY FACTOR

Pay Factor	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
	Maximum Allowable Percent of Work Outside Specification Limits for A Given Pay Factor ($P_U + P_L$)												
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
Reject	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41
Reject Values Greater Than Those Shown Above													

Notes:

1. To obtain a pay factor when the estimated percent outside specification limits from Table 39-7, "Estimated Percent of Work Outside Specification Limits," does not correspond to a value in the table, use the next larger value.
2. The maximum obtainable pay factor is 1.05 (with a minimum of 8 test values).

Table 39-9.—MINIMUM QUALITY CONTROL REQUIREMENTS

Index (i)	Quality Characteristic	Specification Limits	Weighting Factor (w)	California Test	Minimum Sampling and Testing Frequency	Point of Sampling
1	**Asphalt Content** [2,3]	TV ± 0.5%	0.30	379 or 382	One sample per 500 tonnes or part thereof Not less than one sample per day	Mat behind paver
	Gradation			202	One sample per 500 tonnes or part thereof Not less than one sample per day	Batch Plant - from hot bins Drum Plant - from cold feed
2	19 or 12.5 mm [4]	TV ± 5	0.01			
3	9.5 mm	TV ± 6	0.01			
4	4.75 mm	TV ± 7	0.05			
5	2.36 mm	TV ± 5	0.05			
6	600 µm [2,3]	TV ± 4	0.08			
7	75 µm [2]	TV ± 2	0.10			
8	**Relative Compaction** [2]	96%	0.40	375 [5]	One sample per 500 tonnes or part thereof Not less than one test per day	Finished mat after final rolling
	Test Maximum Density			375	Per Test Method	Mat behind the paver
9	**Mix Moisture Content**	≤1%		370	One sample per 1000 tonnes or part thereof Not less than one sample per day	
	Asphalt and Mix Temperature	120ºC to 190ºC (Asphalt) ≤165ºC (Mix)			Continuous using an automated recording device	Plant

Notes:

1. TV = Target Value from contractor's proposed mix design.
2. Depending on aggregate gradation specified.
3. Quality characteristics 1, 6, 7, and 8 are defined as critical quality characteristics in the verification testing process.
4. Quality characteristics 1, 6, and 7 are defined as critical start-up characteristics in the Production Start-Up Evaluation.
5. California Test 375, Part 3, Section B, "Testing Frequency," is revised to change 450 tonnes to 500 tonnes and 45 tonnes to 50 tonnes.

39-12 MEASUREMENT AND PAYMENT

39-12.01 MEASUREMENT

Asphalt concrete will be measured by mass. The quantity to be paid for will be the combined mass of the mixture for the various types of asphalt concrete, as designated in the Engineer's Estimate.

The mass of the materials will be determined in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Quantities of paving asphalt, liquid asphalt, and asphaltic emulsion to be paid for as contract items of work will be determined in conformance with the methods provided in Section 92, "Asphalts," Section 93, "Liquid Asphalts," or Section 94, "Asphaltic Emulsions," of the Standard Specifications, as the case may be.

When recorded batch masses are printed automatically, these masses may be used for determining pay quantities provided the following requirements are complied with:

A. Total aggregate and supplemental fine aggregate mass per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch mass of aggregate shall include the supplemental fine aggregate.
B. The total bitumen mass per batch shall be printed.
C. Zero-tolerance mass shall be printed prior to weighing the first batch and after weighing the last batch of each truckload.
D. The time, date, mix number, load number, and truck identification shall be correlated with the load slip.
E. A copy of the recorded batch masses shall be certified by a licensed weighmaster and submitted to the Engineer.

Pavement reinforcing fabric will be measured and paid for by the square meter for the actual pavement area covered.

39-12.02 PAYMENT

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per tonne for asphalt concrete of the types designated in the Engineer's Estimate.

Compensation adjustment for asphalt concrete will be in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1, "Quality Control/Quality Assurance."

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per tonne for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

For asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips the relative compaction provisions of Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1, shall not apply. In the computation of the composite pay factor (PF_C) for the lot composed of this asphalt concrete, an individual pay factor of 1.0 for the relative compaction (PF_{QC8}) shall be used.

Full compensation for the Contractor's Quality Control Plan, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing, implementing, modifying, and fulfilling the requirements of the Quality Control Plan shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for Contractor sampling, testing, inspection, testing facilities, and preparation and submission of results shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Quantities of pavement reinforcing fabric placed and paving asphalt applied as a binder for the pavement reinforcing fabric will be paid for at the contract price per square meter for pavement reinforcing fabric and per tonne for paving asphalt (binder-pavement reinforcing fabric). Full compensation for furnishing and spreading sand to cover exposed binder material, if necessary, shall be considered as included in the contract price paid per tonne for paving asphalt (binder-pavement reinforcing fabric) and no separate payment will be made therefor.

Small quantities of asphalt concrete placed on pavement reinforcing fabric to prevent the fabric from being displaced by construction equipment or to allow public traffic to cross over the fabric shall be considered as part of the layer of asphalt concrete to be placed over the fabric and will be measured and paid for by the tonne as asphalt concrete of the types designated in the Engineer's Estimate.

When there is a contract item for liquid asphalt (prime coat), the quantity of prime coat will be paid for at the contract price per tonne for the designated grade of liquid asphalt (prime coat). When there is no contract item for liquid asphalt

(prime coat) and the special provisions require the application of a prime coat, full compensation for furnishing and applying the prime coat shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

When there is a contract item for asphaltic emulsion (paint binder), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per tonne for asphaltic emulsion (paint binder). When there is no contract item for asphaltic emulsion (paint binder), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

Fog seal coat will be paid for as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for an increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of paint binder or fog seal coat.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete, complete in place, as shown on the plans, as specified in this Section 11-1, "Quality Control / Quality Assurance," and "Asphalt Concrete" in Section 10-1, "General," of these special provisions, and as directed by the Engineer.

SECTION 12. (BLANK)

SECTION 13. RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

13-1.01 GENERAL

The term "Railroad" shall mean the Union Pacific Railroad Company.

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for the additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by work performed by the Railroad.

The Contractor must understand the Contractor's right to enter Railroad's property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's property, employees, and operations.

The Contractor shall sign and submit to the Railroad the Contractor's Endorsement, in the form attached hereto.

13-1.02 RAILROAD REQUIREMENTS

The Contractor shall notify Mr. Patrick Kerr, Manager Industry and Public Projects, 10031 Foothills Blvd., Roseville, CA 95747, Telephone (916) 789-6334, and the Engineer, in writing, at least 10 working days before performing any work on, or adjacent to the property or tracks of the Railroad.

The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, to expedite the work and avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. The responsibility of the Contractor for safe conduct and adequate policing and supervision of its work at the job site shall not be lessened or otherwise affected by the presence at the work site of Railroad representatives, or by the Contractor's compliance with any requests or recommendations made by Railroad representatives.

The Contractor shall perform work to not endanger or interfere with the safe operation of the tracks and property of Railroad and traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

The Contractor shall take protective measures to keep railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall contact the Railroad's "Call Before You Dig" at least 48 hours prior to commencing work, at 1-800—336-9193 (a 24 hour number) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near railroad property, the Contractor will coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad Property.

The Contractor shall not pile or store any materials nor park any equipment closer than 7.62-meter (25'-0") to the centerline of the nearest track, unless directed by Railroad's representative.

The Contractor shall also abide by the following temporary clearances during the course of construction:

3.66-meter (12'-0") horizontally from centerline of track
6.40-meter (21'-0") vertically above top of rail

The temporary vertical construction clearance above provided will not be permitted until authorized by the Public Utilities Commission. It is anticipated that authorization will be received not later than 15 days after the approval of the contract by the Attorney General. In the event authorization is not received by the time specified, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of authorization not being received by the said time, State will compensate the Contractor for such delay to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications and not otherwise.

Walkways with railing shall be constructed by Contractor over open excavation areas when in close proximity of tracks, and railings shall not be closer than 2.60-meter (8'-6") horizontally from centerline of the nearest track, if tangent, or 2.90-meter (9'-6") if curved.

Infringement on the above temporary construction clearances by the Contractor's operations shall be submitted to the Railroad by the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extension of time or extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

When the temporary vertical clearance is less than 6.86-meter (22'-6") above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

Four sets of plans, in 279 mm x 432 mm (11" x 17") format, and two sets of calculations showing details of construction affecting Railroad's tracks and property not included in the contract plans, including but not limited to shoring and falsework, shall be submitted to the Engineer for review prior to submittal to Railroad for final approval. Falsework shall comply with railroad guidelines. Demolition of existing structures shall comply with Railroad guidelines. Shoring shall be designed in accordance with Railroad's shoring requirement of drawing No. 106613 and guidelines for shoring and falsework, latest edition, issued by Railroad's Office of Chief Engineer. Shoring and falsework plans and calculations shall be prepared and signed by a professional civil engineer registered in the State of California. This work shall not be undertaken until such time as the Railroad has given such approval. Review by Railroad may take up to 6 weeks after receipt of all necessary information.

The Contractor shall notify the Engineer in writing, at least 25 calendar days but not more than 40 days in advance of the starting date of installing temporary work with less than permanent clearance at each structure site. The Contractor shall not be permitted to proceed with work across railroad tracks until this requirement has been met. No extension of time or extra compensation will be allowed if the Contractor's work is delayed due to failure to comply with the requirements in this paragraph.

Private crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will not be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move equipment or materials across Railroad's tracks, the Contractor shall first obtain permission from Railroad. Should Railroad approve the crossing, the Contractor shall execute Railroad's form of Contractor's Road Crossing Agreement. By this agreement, the Contractor shall bear the cost of the crossing surface, with warning devices that might be required. The Contractor shall furnish its own employees as flagmen to control movements of vehicles on the private roadway and shall prevent the use of such roadway by unauthorized persons and vehicles.

Blasting will be permitted only when approved by the Railroad.

The Contractor shall, upon completion of the work covered by this contract to be performed by the Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad, Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of said Contractor, and cause said premises to be left in a clean and presentable condition.

Under-track pipeline installations shall be constructed in accordance with Railroad's current standards which may be obtained from Railroad. The general guidelines are as follows:

Edges of jacking or boring pit excavations shall be a minimum of 6.10-meter (20 feet) from the centerline of the nearest track.

If the pipe to be installed under the track is 100 mm (4 inches) in diameter or less, the top of the pipe shall be at least 1.067-meter (42 inches) below base of rail.

If the pipe diameter is greater than 100 mm (4 inches) in diameter, it shall be encased and the top of the steel pipe casing shall be at least 1.60-meter (66 inches) below base of rail.

Installation of pipe or conduit under Railroad's tracks shall be done by dry bore and jack method.

Hydraulic jacking or boring will not be permitted.

13-1.03 PROTECTION OF RAILROAD FACILITIES

Upon advance notification of not less than 10 working days by the Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to Mr. Patrick Kerr of Railroad at (916) 789-6334. At the time of notification, the Contractor shall provide Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require 10 working days advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

(a) When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track. However, no flagging will be required for work being performed at grade underneath the Muscoy Underpass.
(b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
(c) During any clearing, grubbing, grading or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
(d) During any of Contractor's operations when, in the opinion of Railroad's representatives, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

The cost of flagging and inspection provided by Railroad during the period of constructing that portion of the project located on or near Railroad property, as deemed necessary for the protection of Railroad's facilities and trains, will be borne by the State for a period of 40 working days beginning on the date work commences on or near property of Railroad. The Contractor shall pay to the State liquidated damages in the sum of $500 per day for each day in excess of the above 40 working days the Contractor works on or near Railroad property, and which requires flagging protection of Railroad's facilities and trains.

13-1.04 WORK BY RAILROAD

The following work by Railroad will be performed by Railroad forces and is not a part of the work under this contract.

(a) The Railroad will perform preliminary engineering inspection and flagging as specified in Section 13-1.03, "Protection of Railroad Facilities," of these special provisions.

13-1.05 DELAYS DUE TO WORK BY RAILROAD

No delay due to work by the Railroad is anticipated.

If delays due to work by the Railroad occur, and the Contractor sustains loss which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment and plant, the amount of said loss shall be determined as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

If a delay due to work by Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications will be granted.

13-1.06 LEGAL RELATIONS

The provisions of Section 13-1, "Relations with Railroad Company," and the provisions of Section 13-2, "Railroad Protective Insurance," of these special provisions shall inure directly to the benefit of Railroad.

13-1.07 RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

The following insurance coverage will be required:

(a) **General Liability** insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least $2,000,000 each occurrence or claim and an aggregate limit of at least $4,000,000. This insurance shall contain broad form contractual liability with a separate general aggregate for the project (ISO Form CG 25 03 or equivalent). Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.

(b) **Automobile Liability** insurance providing bodily injury and property damage coverage with a combined single limit of at least $2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

(c) **Workers' Compensation** insurance covering Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided.

(d) **Railroad Protective Liability** insurance naming the Railroad as the insured with a combined single limit of $2,000,000 per occurrence with a $6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 or equivalent) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). A binder of insurance for Railroad Protective Liability must be submitted to the Railroad and the original policy or a certified duplicate original policy must be forwarded to the Railroad when available.

Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Railroad. Contractor and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. The policy(ies) required under (a) and (b) above shall provide severability of interests and shall name Railroad as an additional insured.

Prior to commencing the Work, Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsements and upon request, a certified duplicate original of any required policy. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company(ies) acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better, and authorized to do business in the state(s) in which the Work is located.

Contractor warrants that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who has been instructed by Contractor to procure the insurance coverage required by this Agreement.

If Contractor fails to procure and maintain insurance as required, Railroad may elect to do so at the cost of Contractor.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon Railroad's right-of-way to perform Work pursuant to this agreement, Licensee's contractor, _____ whose address is _____ (hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of this agreement relating to the Work to be performed and the insurance requirements set forth in Section 13.2 of the Contract Special Provisions.

B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in Section 13.2 of the Contract Special Provisions, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage required pursuant to Exhibit A-1 in a policy or policies which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of Work on behalf of the Licensee.

C. All insurance correspondence, binders or originals shall be directed to:

Folder No. _____
Union Pacific Railroad Company
Attn: Director - Contracts
1416 Dodge Street, WP001
Omaha, Nebraska 68179

D. Please note that fiber optic cable may be buried on Railroad's property. **Prior to commencing any work, Contractor agrees to contact Railroad's Telecommunications Operation Center at 1-800-336-9193 to determine if any fiber optic cable is located on Railroad's property on or near the location where the work is to be performed.** If there is, Contractor must comply with the terms and conditions of Section 5 of Exhibit A before commencing any work on Railroad's property.

E. **Contractor agrees to also contact Mr. Dewayne Hillman, Railroad's Manager-Track Maintenance at 510-891-7538** at least 48 hours prior to working on Railroad's property in order for Railroad to coordinate the Contractor's work with Railroad's operations and to make arrangements for flagging protection (if applicable).

This endorsement shall be completed and directed to:

Patrick Kerr
Manager, Industry and Public Projects
10031 Foothills Blvd.
Roseville, CA 95747

_____
CONTRACTOR (print name on above line)

By: _____

Title: _____

By: _____
(sign on above)

Title: _____

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
   _____

   a. Describe the role of the MBE firm in the joint venture. _____
      _____
   b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
      _____

5. Nature of the joint venture's business _____
   _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

   a. Profit and loss sharing.
   b. Capital contributions, including equipment.
   c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   a. Financial decisions _____
   b. Management decisions, such as:

      (1) Estimating _____
      (2) Marketing and sales _____
      (3) Hiring and firing of management personnel _____
      _____
      (4) Purchasing of major items or supplies _____
      _____

   c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 20___, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 20___, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor - During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b. The contractor will accept as his operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action

shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

   c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a. The records kept by the contractor shall document the following:

      (1) The number of minority and non-minority group members and women employed in each work classification on the project;

      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

   a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

   b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be

sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in

the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c**.** Helpers**:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**
The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**
Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**
The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY - ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of

compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**
(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions:**

a. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

(4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. **Instructions for Certification - Lower Tier Covered Transactions:**
(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	**Redding, CA:**	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	
175	**Eureka, CA**	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	**San Francisco-Oakland-San Jose, CA:**	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	**Sacramento, CA**:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	**Stockton-Modesto, CA:**	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	

		Goal (Percent)
179	**Fresno-Bakersfield, CA**	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	**Los Angeles, CA:**	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	**San Diego, CA:**	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 5.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the

project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.