STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

# NOTICE TO BIDDERS

# AND

# SPECIAL PROVISIONS

**FOR CONSTRUCTION ON STATE HIGHWAY IN MERCED COUNTY IN MERCED AT FRANKLIN ROAD OVERCROSSING**

**In District 10 On Route 99**

**Under**

| | |
|---|---|
| Bid book dated March 9, 2009 | Standard Specifications dated 2006 |
| Project Plans approved February 9, 2009 | Standard Plans dated 2006 |

**Identified by**

**Contract No. 10-0N1704**

**10-Mer-99-18.5**

Bids open Wednesday, April 8, 2009 OSD

Dated March 9, 2009

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# SPECIAL NOTICES

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- The Department moved the Amendments to the Standard Specifications to the back of the book titled "Notice to Bidders and Special Provisions."

- The Department retitled the "Proposal and Contract" book to "Bid" book and:

  1. Simplified the language
  2. Moved clauses and the contract form from the "Proposal and Contract" book into the Amendments to the Standard Specifications
  3. Standardized the forms

- The Department retitled the "Notice to Contractors" to "Notice to Bidders" and:

  1. Simplified the language
  2. Moved clauses from the "Notice to Contractors" into the Amendments to the Standard Specifications
  3. Standardized instructions for bidders' inquiries

- The Department incorporated boilerplate special provisions into the Amendments to the Standard Specifications.

- See Section 5 of the special provisions for new specifications regarding retentions.

- The Department is implementing new contract requirements for submittal of Small Business Utilization Report forms. See section titled "Small Business Utilization Report" of these special provisions and bid item list.

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# STANDARD PLANS LIST

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

| | |
|---|---|
| **A10A** | **Acronyms and Abbreviations (Sheet 1 of 2)** |
| **A10B** | **Acronyms and Abbreviations (Sheet 2 of 2)** |
| **A10C** | **Symbols (Sheet 1 of 2)** |
| **A10D** | **Symbols (Sheet 2 of 2)** |
| **RSP T1A** | **Temporary Crash Cushion, Sand Filled (Unidirectional)** |
| **RSP T1B** | **Temporary Crash Cushion, Sand Filled (Bidirectional)** |
| **RSP T2** | **Temporary Crash Cushion, Sand Filled (Shoulder Installations)** |
| **T3** | **Temporary Railing (Type K)** |
| **T10** | **Traffic Control System for Lane Closure On Freeways and Expressways** |
| **RS1** | **Roadside Signs, Typical Installation Details No. 1** |
| **RS2** | **Roadside Signs – Wood Post, Typical Installation Details No. 2** |
| **RS4** | **Roadside Signs, Typical Installation Details No. 4** |
| **S89** | **Roadside Sign – Formed Single Sheet Aluminum Panel** |
| **S93** | **Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape** |
| **S94** | **Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape** |
| **S95** | **Roadside Single Sheet Aluminum Signs, Diamond Shape** |

# NOTICE TO BIDDERS

Bids open Wednesday, April 8, 2009
Dated March 9, 2009
General work description: Repaint bridge.

The Department will receive sealed bids for CONSTRUCTION ON STATE HIGHWAY IN MERCED COUNTY IN MERCED AT FRANKLIN ROAD OVERCROSSING.

District-County-Route-Post Mile: 10-Mer-99-18.5

Contract No. 10-0N1704

The Contractor must have either a Class A license or one of the following Class C licenses: C-33.

The DVBE Contract goal is 5 percent.

Bids must be on a unit price basis.
Complete the work within 80 working days.
The estimated cost of the project is $550,500.
No prebid meeting is scheduled for this project.

The Department will receive bids until 2:00 p.m. on the bid open date at 1120 N Street, Room 0200, MS 26, Sacramento, CA 95814. Bids received after this time will not be accepted.

The Department will open and publicly read the bids at the above location immediately after the specified closing time.

District office addresses are provided in the Standard Specifications.

Bidders' inquiries may be presented to the Department by following the instructions at:
http://www.dot.ca.gov/hq/esc/oe/project_status/bid_inq.html

The Department posts responses to the questions at the District Web sites.
Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, such questions will not be treated as bid protests.

Submit your bid with bidder's security equal to at least 10 percent of the bid.

Under Govt Code § 14835 et seq. and 2 CA Code of Regs § 1896 et seq., the Department gives preference to certified small businesses and non-small businesses who commit to 25 percent certified small business participation.

Under Pub Cont Code § 6107, the Department gives a reciprocal preference to a California company for bid comparison purposes over a nonresident contractor from any state that provides a preference to contractors from that state on construction contracts.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, http://www.dir.ca.gov, or from the Department's Labor Compliance Office of the district in which the work is located.

DEPARTMENT OF TRANSPORTATION

BP

**COPY OF BID ITEM LIST**

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|---|---|---|---|---|
| 1 | 070013 | SMALL BUSINESS UTILIZATION REPORT | EA | 2 |
| 2 | 074016 | CONSTRUCTION SITE MANAGEMENT | LS | LUMP SUM |
| 3 | 074017 | PREPARE WATER POLLUTION CONTROL PROGRAM | LS | LUMP SUM |
| 4 | 120090 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM |
| 5 | 120100 | TRAFFIC CONTROL SYSTEM | LS | LUMP SUM |
| 6 | 128650 | PORTABLE CHANGEABLE MESSAGE SIGN | LS | LUMP SUM |
| 7 | 190110 | LEAD COMPLIANCE PLAN | LS | LUMP SUM |
| 8 | 590106 | CLEAN STRUCTURAL STEEL (EXISTING BRIDGE) | LS | LUMP SUM |
| 9 | 590111 | PAINT STRUCTURAL STEEL (EXISTING BRIDGE) | LS | LUMP SUM |
| 10 | 590135 | SPOT BLAST CLEAN AND PAINT UNDERCOAT | SQFT | 1,740 |
| 11 | 590301 | WORK AREA MONITORING | LS | LUMP SUM |
| 12 | 999990 | MOBILIZATION | LS | LUMP SUM |

# SPECIAL PROVISIONS

## SECTION 1 (BLANK)

## SECTION 2 BIDDING

Reserved

## SECTION 3 CONTRACT AWARD AND EXECUTION

Reserved

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

Complete the work within 80 working days starting on the 15th day after contract approval or on the day you start work at the job site, whichever occurs first.

Liquidated damages are $1,200 per day starting on the 1st day after exceeding 80 working days.

## SECTION 5 GENERAL

### 5-1.00 RETENTION EXCLUSION

The Department does not retain moneys from progress payments due to the Contractor for work performed (Pub Cont Code § 7202). The 3rd paragraph in Section 9-1.06, "Partial Payments," of the Standard Specifications does not apply.

### 5-1.01 SUPPLEMENTAL PROJECT INFORMATION

The Department makes the following supplemental project information available:

**Supplemental Project Information**

| Means | Description |
|---|---|
| Available as specified in the Standard Specifications | Bridge as-built drawings |

### 5-1.02 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

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

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from 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," 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Contractor shall be responsible for penalties assessed on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in "Water Pollution Control" of these special provisions or with the applicable provisions of the Federal, State, and local regulations and requirements.

Penalties as used in this section 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 applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

#### WITHHOLDS

The Department will withhold money due the Contractor, in an amount estimated by the Department, to include the full amount of penalties and mitigation costs proposed, assessed, or levied as a result of the Contractor's violation of the permits, or Federal or State law, regulations, or requirements. Funds will be withheld by the Department until final disposition of these costs has been made. The Contractor shall remain liable for the full amount until the potential liability is finally resolved with the entity seeking the penalties. Instead of the withhold, the Contractor may provide a suitable bond in favor of the Department to cover the highest estimated liability for any disputed penalties proposed as a result of the Contractor's violation of the permits, law, regulations, or requirements.

If a regulatory agency identifies a failure to comply with the permits and modifications thereto, or other Federal, State, or local requirements, the Department will withhold money due the Contractor, subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to withhold funds from payments which may become due to the Contractor before acceptance of the contract. Funds withheld after acceptance of the contract will be made without prior notice to the Contractor.
B. No withholds of additional amounts out of payments will be made if the amount to be withheld does not exceed the amount being withheld from partial payments in accordance with Section 9-1.06, "Partial Payments," of the Standard Specifications.
C. If the Department has withheld 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 withhold was made, the Department will return the excess amount withheld to the Contractor in the progress payment following the determination. If the matter is resolved for less than the amount withheld, the Department will pay interest at a rate of 6 percent per year on the excess withhold.

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.

## SECTION 6. (BLANK)

## SECTION 7. (BLANK)

## SECTION 8. MATERIALS

## SECTION 8-1. MISCELLANEOUS

### 8-1.01 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)**

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARS (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

**Retroreflective With Abrasion Resistant Surface (ARS)**

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")

2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 ARS (2" x 4")*
   *For use only in 4.5 inch wide (older) recessed slots

**Non-Reflective, 4-inch Round**

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

**PAVEMENT MARKERS, TEMPORARY TYPE**

**Temporary Markers For Long Term Day/Night Use (180 days or less)**

1. Vega Molded Products "Temporary Road Marker" (3" x 4")

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

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

1. Apex Universal, Model 932
2. Filtrona Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

**Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)**

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
   (Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
    (Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
    (Black Tape: for use only on Hot mix asphalt surfaces)

**Preformed Thermoplastic (Heated in place)**

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

**Ceramic Surfacing Laminate, 6" x 6"**

1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 66-inch**

1. Filtrona Extrusion, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

**Special Use Type, 66-inch**

1. Filtrona Extrusion, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

**Surface Mount Type, 48-inch**

1. Bent Manufacturing Company, Masterflex Model MF-180EX-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W

**CHANNELIZERS**

**Surface Mount Type, 36-inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series

**Lane Separation System**

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb

**CONICAL DELINEATORS, 42-inch**

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

**OBJECT MARKERS**

**Type "K", 18-inch**

1. Filtrona Extrusion, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

**Type "K-4" / "Q" Object Markers, 24-inch**

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

**CONCRETE BARRIER MARKERS AND**
**TEMPORARY RAILING (TYPE K) REFLECTORS**

**Impactable Type**

1. ARTUK, "FB"
2. Filtrona Extrusion, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9304

**Non-Impactable Type**

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

**METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

1. Filtrona Extrusion, "Mini" (3" x 10")
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

**CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

1. Filtrona Extrusion, Model PCBM T-16
2. Safe-Hit, Model SH216RBM

**CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")**

1. Stinson Equipment Company "SaddleMarker"

**GUARD RAILING DELINEATOR**

(Place top of reflective element at 48 inches above plane of roadway)

**Wood Post Type, 27-inch**

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100

7. New Directions Mfg, NDM27

**Steel Post Type**

1. Carsonite, Model CFGR-327

**RETROREFLECTIVE SHEETING**

**Channelizers, Barrier Markers, and Delineators**

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

**Traffic Cones, 4-inch and 6-inch Sleeves**

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

**Drums**

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

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

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

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

1. Avery Dennison, W-2100 Series

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

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

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

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

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

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"

5. Reflexite "Marathon"
6. 3M Series RS20

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

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

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

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

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

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

**SPECIALTY SIGNS**

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

**ALTERNATIVE SIGN SUBSTRATES**

**Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC**

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

**Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches**

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350

## 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.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material 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. Before the testing starts, 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:

1. 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 each test of the previous 2 sets of concrete samples.

2. 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:

1. 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
2. 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.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate ($Ca_3SiO_5$) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

## SECTION 8-3. (BLANK)

## SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work to be done consists, in general, of cleaning and painting structural steel of the following existing bridge:

FRANKLIN ROAD OVERCROSSING
Bridge No. 39-0084

A 5 span, simply supported welded steel girder (5) bridge that is approximately 1050 ft in length.

## 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, the 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:

| STATE HIGHWAY FUNDS |
|---|

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

| HIGHWAY CONSTRUCTION |
|---|

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 WATER POLLUTION CONTROL

### GENERAL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, section of these special provisions entitled "Relations With California Regional Water Quality Control Board," and these special provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and its addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at:

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

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

A. Rules and regulations
B. Implementation and maintenance for:

    1. Temporary Soil Stabilization
    2. Temporary Sediment Control
    3. Tracking Control
    4. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

A. A minimum of 24 hours of Department approved storm water management training described at Department's Construction Storm Water and Water Pollution Control web site.
B. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

A. Responsible for water pollution control work.
B. The primary contact for water pollution control work.
C. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

**WATER POLLUTION CONTROL PROGRAM**

The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall conform to the requirements in the Preparation Manual and these special provisions.

The WPCP shall include water pollution control practices:

A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:

   1. Staging areas.
   2. Storage yards.
   3. Access roads.

B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

A. Describes when work activities that could cause water pollution will be performed.
B. Identifies soil stabilization and sediment control practices for disturbed soil area.
C. Includes dates when these practices will be 25, 50, and 100 percent complete.
D. Shows 100 percent completion of these practices before the rainy season.

The WPCP shall include the following temporary water pollution control practices and their associated contract items of work as shown on the plans or specified in these special provisions:

A. Non-Storm Water Management
   1. Construction Site Management

B. Waste Management and Materials Pollution Control

   1. Construction Site Management

Within 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 15 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If 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, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested 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 from the public shall be directed to the Engineer.

## IMPLEMENTATION REQUIREMENTS

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting deficiencies from payments.

### Year-Round

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

### Rainy Season

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 15$^{th}$ and April 15$^{th}$.

## INSPECTION AND MAINTENANCE

The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:

A. Before a forecasted storm,
B. After precipitation that causes site runoff,
C. At 24-hour intervals during extended precipitation,
D. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
E. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

## REPORTING REQUIREMENTS

If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing 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, notice, or order. The report shall include the following information:

A. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.
B. The water pollution control practices used before the discharge, or before receiving the notice or order.
C. The date of placement and type of additional or altered water pollution control practices placed after the discharge or after receiving the notice or order.
D. A maintenance schedule for affected water pollution control practices.

## PAYMENT

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the Department will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The Department will return performance-failure withholds in the progress payment following the correction for noncompliance.

The contract lump sum price paid for prepare water pollution control program shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for prepare water pollution control program will be made as follows:

A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress 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 percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Implementation of water pollution control practices in areas outside the highway right of way not specifically provided for in the WPCP or in these special provisions will not be paid for.

Water pollution control practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

## 10-1.02 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

The Contractor shall train all employees and subcontractors regarding:

A. Material pollution prevention and control;
B. Waste management;
C. Non-storm water management;
D. Identifying and handling hazardous substances; and
E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Nonhazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected by the WPCM on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

### SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

A. Containing the spread of the spill,
B. Recovering the spilled material using absorption,
C. Cleaning the contaminated area, and
D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

A. Containing the spread of the spill;
B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
B. Notify the Engineer and follow up with a written report;
C. Obtain the services of a spills contractor or hazardous material team immediately;
D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
G. Notify other agencies as appropriate, including:

    1. Fire Department,
    2. Public Works Department,
    3. Coast Guard,
    4. Highway Patrol,
    5. City Police or County Sheriff Department,
    6 Department of Toxic Substances,
    7. California Division of Oil and Gas,
    8. Cal OSHA, or
    9. Regional Water Resources Control Board.

The WPCM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's WPCM who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

**MATERIAL MANAGEMENT**

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

A. Hazardous chemicals including:

    1. Acids,
    2. Lime,
    3. Glues,
    4. Adhesives,
    5. Paints,
    6. Solvents, and
    7. Curing compounds;

B. Soil stabilizers and binders;
C. Fertilizers;

D. Detergents;
E. Plaster;
F. Petroleum products including:

1. Fuel,
2. Oil, and
3. Grease;

G. Asphalt components and concrete components; and
H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

**Material Storage**

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

**Stockpile Management**

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.

Stockpiles of portland cement concrete rubble, asphalt concrete (AC), hot mix asphalt (HMA), AC and HMA rubble, aggregate base, or aggregate subbase shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

## WASTE MANAGEMENT

### Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The WPCM shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

A. Brick,
B. Mortar,
C. Timber,
D. Metal scraps,
E. Sawdust,
F. Pipe,
G. Electrical cuttings,
H. Non-hazardous equipment parts,
I. Styrofoam and other packaging materials,
J. Vegetative material and plant containers from highway planting, and
K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

### Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

A. Petroleum products,
B. Asphalt products,
C. Concrete curing compound,
D. Pesticides,
E. Acids,
F. Paints,
G. Stains,
H. Solvents,
I. Wood preservatives,
J. Roofing tar, and
K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The WPCM shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the Department of Health Services (DHS) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

**Contaminated Soil**

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by DHS. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

A. Berms,
B. Cofferdams,
C. Grout curtains,
D. Freeze walls, or
E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the DHS. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

**Concrete Waste**

The Contractor shall implement practices to prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Portland cement concrete, AC, or HMA waste shall be collected at the following locations and disposed of:

A. Where concrete material, including grout, is used;
B. Where concrete dust and debris result from demolition;
C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry; or
D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

**Sanitary and Septic Waste**

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The WPCM shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

### Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

A. Drilling slurries or fluids,
B. Grease-free or oil-free wastewater or rinse water,
C. Dredgings,
D. Liquid waste running off a surface including wash or rinse water, or
E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

A. Sediment traps,
B. Roll-off bins, or
C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these special provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these special provisions.

## NON-STORM WATER MANAGEMENT

### Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

### Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

A. Debris or trash piles,
B. Staining or discoloration on pavement or soils,
C. Pungent odors coming from drainage systems,
D. Discoloration or oily sheen on water,
E. Stains or residue in ditches, channels or drain boxes,
F. Abnormal water flow during dry weather,
G. Excessive sediment deposits,

H. Nonstandard drainage junction structures, or
I. Broken concrete or other disturbances near junction structures.

**Vehicle and Equipment Cleaning**

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

A. Located at least 50 feet from storm drainage systems or watercourses,
B. Paved with AC, HMA, or portland cement concrete,
C. Surrounded by a containment berm, and
D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

**Vehicle and Equipment Fueling and Maintenance**

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

**Material and Equipment Used Over Water**

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

**Structure Removal Over or Adjacent to Water**

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these special provisions.

The WPCM shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

**Paving, Sealing, Sawcutting, and Grinding Operations**

The Contractor shall prevent the following material from entering storm drain systems or water courses:

A. Cementitious material,
B. Asphaltic material,

C. Aggregate or screenings,
D. Grinding or sawcutting residue,
E. Pavement chunks, or
F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

**Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

**Pile Driving**

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The WPCM shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

**Concrete Curing**

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

**Concrete Finishing**

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

**PAYMENT**

The contract lump sum price paid for construction site management shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## 10-1.03 PROGRESS SCHEDULE

Progress schedules are required for this project and must be submitted as specified in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications does not apply.

## 10-1.04 SMALL BUSINESS UTILIZATION REPORT

Submit a completed Small Business Utilization Report form on or before the following dates for the prior reporting period:

1. January 15th
2. April 15th
3. July 15th
4. October 15th

Submit a completed final Small Business Utilization Report form within 30 days after contract acceptance.

The Department pays $250 for each report submitted. The contract unit price paid for small business utilization report includes full compensation for doing all the work involved in submitting the completed Small Business Utilization Report form. If you fail to submit a completed form by the specified time, you will not receive payment for that report.

The Department does not adjust payment for an increase or decrease in the quantity of small business utilization reports submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The work to complete the final Small Business Utilization Report contract item is excluded from Section 7-1.17, "Acceptance of Contract," of the Standard Specifications.

Failure to submit the Small Business Utilization Report is not considered a performance failure. Section 9-1.053, "Performance Failure Withholds," of the Standard Specifications does not apply.

## 10-1.05 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

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

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

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

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

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

The Department also maintains this list at:

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

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

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

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

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

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

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

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

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

**10-1.06 CONSTRUCTION AREA SIGNS**

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

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

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

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.

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

Orange background on construction area signs shall be fluorescent orange.

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

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 business days, but not more than 14 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 | 811 |

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

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

**10-1.07 MAINTAINING TRAFFIC**

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, within a single traffic control system.

Closures shall conform to the provisions in "Traffic Control System for Lane Closure" of these special provisions.

Work that interferes with public traffic shall be limited to the hours when lane closures are allowed, except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

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.

Special days are: weekends preceding and including Martin Luther King Jr. Day, Mother’s Day, and Easter Sunday.

Freeways may be closed only if signed for closing 7 days in advance. The Contractor shall notify the Engineer not less than 5 business days prior to signing the freeway. If the freeway is not closed on the posted day, the closure shall be changed to allow a 3-business-day advance notice before closure.

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

When work vehicles or equipment are parked within 6 feet of a traffic lane to perform active construction, the shoulder area shall be closed as shown on the plans.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1 and G20-2) 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.

**Lane Closure Restriction for Designated Legal Holidays and Special Days**

| Thu | Fri | Sat | Sun | Mon | Tues | Wed | Thu | Fri | Sat | Sun |
|---|---|---|---|---|---|---|---|---|---|---|
| x | **H** xx | xx | xx | | | | | | | |
| | **SD** xx | | | | | | | | | |
| x | xx | **H** xx | xx | | | | | | | |
| | | **SD** xx | | | | | | | | |
| | x | xx | **H** xx | xx | | | | | | |
| | | | **SD** xx | | | | | | | |
| | x | xx | xx | **H** xx | xxx | | | | | |
| | x | xx | xx | **SD** xx | xxx | | | | | |
| | | | | x | **H** xx | | | | | |
| | | | | x | **SD** xx | | | | | |
| | | | | | x | **H** xx | | | | |
| | | | | | | **SD** xx | | | | |
| | | | | | | x | **H** xx | xx | xx | xx |
| | | | | | | | **SD** xx | | | |

Legends:

| | |
|---|---|
| | Refer to lane closure charts |
| x | The full width of the traveled way shall be open for use by public traffic after 6:00 am. |
| xx | The full width of the traveled way shall be open for use by public traffic. |
| xxx | The full width of the traveled way shall be open for use by public traffic until 9:00 am. |
| **H** | Designated Legal Holiday |
| **SD** | Special Day |

**Chart No. 1 of 2**
**Freeway/Expressway Lane Requirements**

| County: Merced | Route/Direction: 99/Northbound | PM: 18.5 |
|---|---|---|

Closure Limits: Franklin Road Overcrossing

| FROM HOUR TO HOUR | 24 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | | | | | |
| Saturdays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sundays | | | | | | | | | | | | | | | | | | | | | | 1 | 1 | 1 | 1 |

Legend:

| | |
|---|---|
| 1 | Provide at least one through freeway lane open in direction of travel |
| | |
| | Work permitted within project right of way where shoulder or lane closure is not required. |

REMARKS:

1. See Lane Closure Restriction for Designated Legal Holidays and Special Days table in Maintain Traffic of these special provisions for additional closure restrictions.
1. Closures of local roads will require City/County concurrence.

**Chart No. 2 of 2**
**Freeway/Expressway Lane Requirements**

| County: Merced | Route/Direction: 99/Southbound | PM: 18.5 |
|---|---|---|

Closure Limits: Franklin Road Overcrossing

| FROM HOUR TO HOUR | 24 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mondays through Thursdays | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | |
| Fridays | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | | | | | |
| Saturdays | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sundays | | | | | | | | | | | | | | | | | | | | | | 1 | 1 | 1 | |

Legend:

| | |
|---|---|
| 1 | Provide at least one through freeway lane open in direction of travel |
| | |
| | Work permitted within project right of way where shoulder or lane closure is not required. |

REMARKS:

1. See Lane Closure Restriction for Designated Legal Holidays and Special Days table in Maintain Traffic of these special provisions for additional closure restrictions.
1. Closures of local roads will require City/County concurrence.

## 10-1.08 CLOSURE REQUIREMENTS AND CONDITIONS

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

### CLOSURE SCHEDULE

A written schedule of planned closures for the next week period, defined as Sunday noon through the following Sunday noon, shall be submitted by noon each Monday. A written schedule shall be submitted not less than 25 days and not more than 125 days before the anticipated start of any operation that will:

1. Reduce horizontal clearances, traveled way, including shoulders, to two lanes or less due to such operations as temporary barrier placement and paving
2. Reduce the vertical clearances available to the public due to such operations as pavement overlay, overhead sign installation, or falsework or girder erection

The Closure Schedule shall show the locations and times of the proposed closures. The Closure Schedule request forms furnished by the Engineer shall be used. Closure Schedules submitted to the Engineer with incomplete or inaccurate information will be rejected and 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.

The Engineer shall be notified of cancelled closures 2 business days before the date of closure.

Closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer.

### CONTINGENCY PLAN

A detailed contingency plan shall be prepared for reopening closures to public traffic. If required by "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, the contingency plan shall be submitted to the Engineer before work at the job site begins. Otherwise, the contingency plan shall be submitted to the Engineer within one business day of the Engineer's request.

### LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. No further closures are to be made 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 business days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.

### COMPENSATION

The Engineer shall be notified of delays 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 and will be compensated in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications:

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

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

Attention is directed to "Railroad Relations and Insurance" of these special provisions regarding occupancy of the railroad right of way.

At the close of each day's work when operations are not in progress, obstructions shall be removed and the roadway left clear and unobstructed for the free passage of public traffic. Loose blasting material shall be removed from the traveled way before the area is opened to public traffic.

The Contractor shall not occupy any portion of the traveled way on the bridge.

Supply lines may be laid along the top of curbs adjacent to railing posts, provided the supply lines do not interfere with public traffic. These lines shall be removed when work is not in progress.

## 10-1.09 PORTABLE CHANGEABLE MESSAGE SIGNS

### GENERAL

#### Summary

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Comply with Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications.

#### Definitions

**useable shoulder area**: Paved or unpaved contiguous surface adjacent to the traveled way with:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal:vertical)

#### Submittals

Upon request, submit a Certificate of Compliance for each portable changeable message sign under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

#### Quality Control and Assurance

Comply with the manufacturer's operating instructions for portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. You may use more than 1 portable changeable message sign to meet this requirement.

Only display the message shown on the plans or ordered by the Engineer or specified in these special provisions.

### MATERIALS

The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

### CONSTRUCTION

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

Start displaying the message on portable changeable message sign 15 minutes before closing the lane.

Place two portable changeable message signs for each lane closure . The exact locations will be designated by the Engineer.

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Remove portable changeable message sign when not in use.

### MEASUREMENT AND PAYMENT

The contract lump sum price paid for portable changeable message signs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, modifying messages, maintaining portable changeable message signs, complete in place, including transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs**,** as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Portable changeable message signs ordered by the Engineer in excess of the number shown on the plans or specified in these special provisions will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

## 10-1.10 IMPACT ATTENUATOR VEHICLE

### GENERAL

#### Summary

Work includes protecting traffic and workers by using impact attenuator vehicle as a shadow vehicle when placing and removing components of a traffic control system, and when performing a moving lane closure.

Comply with Section 12-3.03, "Flashing Arrow Signs," of the Standard Specifications.

Impact attenuator vehicle must comply with the following test levels under National Cooperative Highway Research Program 350:

1. Test level 3 for pre-construction posted speed limit of 50 mph or more
2. Test levels 2 or 3 for pre-construction posted speed limit of 45 mph or less

Comply with the attenuator manufacturer's recommendations for:

1. Support truck
2. Trailer-mounted operation
3. Truck-mounted operation

#### Definitions

**impact attenuator vehicle:** Support truck towing a deployed attenuator mounted to a trailer or support truck with a deployed attenuator mounted to the support truck.

#### Submittals

Upon request, submit a Certificate of Compliance for attenuator to the Engineer under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

#### Quality Control and Assurance

Attenuator must be a brand listed on the Department's pre-approved list at:
http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

### MATERIALS

The combined weight of the support truck and the attenuator must be at least 19,800 pounds, except the weight of the support truck must not be less than 16,100 pounds or greater than 26,400 pounds.

If using the Trinity MPS-350 truck-mounted attenuator, the support truck must not have any underneath fuel tank mounted within 10'-6" of the rear of the support truck.

Each impact attenuator vehicle must:

1. Have standard brake lights, taillights, sidelights, and turn signals
2. Have an inverted "V" chevron pattern placed across the entire rear of the attenuator composed of alternating 4 inch wide non-reflective black stripes and 4 inch wide yellow retroreflective stripes sloping at 45 degrees
3. Have a Type II flashing arrow sign
4. Have a flashing or rotating amber light
5. Have an operable 2-way communication system for maintaining contact with workers

### CONSTRUCTION

Use impact attenuator vehicle to follow behind equipment and workers who are placing and removing components of a traffic control system for a lane closure. Flashing arrow sign must be operating in arrow mode during this activity. Follow at a distance to prevent intrusion into the workspace from passing traffic.

After placing components of a traffic control system for a lane closure or a ramp closure you may use impact attenuator vehicle in a closed lane and in advance of a work area to protect traffic and workers.

Secure objects including equipment, tools and ballast on impact attenuator vehicle to prevent loosening upon impact by an errant vehicle.

Do not use a damaged attenuator in the work. Replace, at your expense, an attenuator damaged from an impact during work.

**MEASUREMENT AND PAYMENT**

Full compensation for furnishing and operating impact attenuator vehicle is included in the contract lump sum price paid for traffic control system, and no additional compensation will be allowed therefor.

## 10-1.11 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

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

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

The 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.

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

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

Full compensation for providing the traffic control system shown on the plans (including signs) shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

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.

## 10-1.12 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.

Temporary crash cushions shall be secured in place prior to commencing work for which the temporary crash cushions are required.

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 15 feet 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.

Sand filled temporary crash cushion modules shall be one of the following, or equal, and be manufactured after March 31, 1997:

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:

    1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734

1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501

2. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205

   2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
   2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

3. CrashGard Model CC-48 Sand Barrels, manufactured by Plastic Safety Systems, Inc., 2444 Baldwin Road, Cleveland, OH 44104:

   3.1. Northern California:

      3.1.1. Capitol Barricade Safety & Sign, 6329 Elvas Ave, Sacramento, CA 95819, telephone (888) 868-5021, FAX (916) 451-5388
      3.1.2. Sierra Safety, Inc., 9093 Old State Highway, New Castle, CA 95658, telephone (916) 663-2026, FAX (916) 663-1858

   3.2. Southern California: Hi Way Safety Inc., 13310 5th Street, Chino, CA 91710, telephone (909) 591-1781, FAX (909) 627-0999

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 pounds 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 may be placed on movable pallets or frames. Comply with 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 12 feet 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 Section 7-1.09, "Public Safety," of the Standard Specifications will not be measured nor paid for.

## 10-1.13 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.

### EXISTING PAINT SYSTEMS

The existing paint systems on Bridge Number 39-0084 consist of red lead primer. Any work that disturbs the existing paint system will expose workers to health hazards and will (1) produce debris containing heavy metal in amounts that exceed the thresholds established in Titles 8 and 22 of the California Code of Regulations or (2) produce toxic fumes when heated. All debris produced when the existing paint system is disturbed shall be contained.

### Debris Containment and Collection Program

Prior to starting work, the Contractor shall submit a debris containment and collection program to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, for debris produced when the existing paint system is disturbed. The program shall identify materials, equipment, and methods to be used when the existing paint system is disturbed and shall include working drawings of containment systems, loads applied to the bridge by containment structures, and provisions for ventilation and air movement for visibility and worker safety.

If the measures being taken by the Contractor are inadequate to provide for the containment and collection of debris produced when the existing paint system is disturbed, the Engineer will direct the Contractor to revise the operations and the debris containment and collection program. The directions will be in writing and will specify the items of work for which the Contractor's debris containment and collection program is inadequate. No further work shall be performed on the items until the debris containment and collection program is adequate and, if required, a revised program has been approved for the containment and collection of debris produced when the existing paint system is disturbed.

The Engineer will notify the Contractor of the approval or rejection of the submitted or revised debris containment and collection program within 2 weeks of submittal of the Contractor's program or revised program.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised debris containment and collection program, nor for delays to the work due to the Contractor's failure to submit an acceptable program.

Full compensation for the debris containment and collection program shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

### Safety and Health Provisions

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety shall conform to the California Code of Regulations, Title 8, Construction Safety Orders, including Section 1532.1, "Lead."

The Contractor shall furnish the Engineer a written Code of Safe Practices and shall implement an Injury and Illness Prevention Program and a Hazard Communication Program in conformance with the requirements of Construction Safety Orders, Sections 1509 and 1510.

Prior to starting work that disturbs the existing paint system, and when revisions to the program are required by Section 1532.1, "Lead," the Contractor shall submit the compliance programs required in subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The compliance programs shall include the data specified in subsections (e)(2)(B) and (e)(2)(C) of Section 1532.1, "Lead." Approval of the compliance programs by the Engineer will not be required. The compliance programs shall be reviewed and signed by a Certified Industrial Hygienist (CIH) who is certified in comprehensive practice by the American Board of Industrial Hygiene (ABIH). Copies of all air monitoring or jobsite inspection reports made by or under the direction of the CIH in conformance with Section 1532.1, "Lead," shall be furnished to the Engineer within 10 days after the date of monitoring or inspection.

Full compensation for furnishing the Engineer with the submittals and for implementing the programs required by this safety and health section shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

### Debris Handling

Debris produced when the existing paint system is disturbed shall not be temporarily stored on the ground. Debris accumulated inside the containment system shall be removed before the end of each work shift. Debris shall be stored in approved, leak proof containers and shall be handled in such a manner that no spillage will occur.

Disposal of debris produced when the existing paint system is disturbed shall be performed in conformance with all applicable Federal, State, and local hazardous waste laws. Laws that govern this work include:

A. Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act).
B. Title 22; California Code of Regulations, Division 4.5, (Environmental Health Standards for the Management of Hazardous Waste).
C. Title 8, California Code of Regulations.

Except as otherwise provided herein, debris produced when the existing paint system is disturbed shall be disposed of by the Contractor at an approved Class 1 disposal facility in conformance with the requirements of the disposal facility operator. The debris shall be hauled by a transporter currently registered with the California Department of Toxic Substances Control

using correct manifesting procedures and vehicles displaying current certification of compliance. The Contractor shall make all arrangements with the operator of the disposal facility and perform any testing of the debris required by the operator.

At the option of the Contractor, the debris produced when the existing paint system is disturbed may be disposed of by the Contractor at a facility equipped to recycle the debris, subject to the following requirements:

A. Copper slag abrasive blended by the supplier with a calcium silicate compound shall be used for blast cleaning.
B. The debris produced when the existing paint system is disturbed shall be tested by the Contractor to confirm that the solubility of the heavy metals is below regulatory limits and that the debris may be transported to the recycling facility as a nonhazardous waste.
C. The Contractor shall make all arrangements with the operator of the recycling facility and perform any testing of the debris produced when the existing paint system is disturbed that is required by the operator.

Full compensation for debris handling and disposal shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

**Work Area Monitoring**

The Contractor shall perform work area monitoring of the ambient air and soil in and around the work area at the bridge site to verify the effectiveness of the containment system. The work area monitoring shall consist of collecting, analyzing, and reporting air and soil test results and recommending the required corrective action when specified exposure levels are exceeded. The work area monitoring shall be carried out under the direction of a CIH. The samples shall be collected at locations designated by the Engineer.

Air samples shall be collected and analyzed in conformance with National Institute for Occupational Safety and Health (NIOSH) methods. Air samples for lead detection shall be collected and analyzed in conformance with NIOSH Method 7082, with a limit of detection of at least 0.5 $\mu g/m^3$. Air samples for detection of other metals shall be collected and analyzed in conformance with NIOSH Method 7300, with a limit of detection of at least one percent of the appropriate Permissible Exposure Limits (PELs) specified by the California/Occupational Safety and Health Administration (Cal/OSHA). Alternative methods of sample collection and analysis, with equivalent limits of detection, may be used at the option of the Contractor.

The airborne metals exposure, outside either the containment system or work areas, shall not exceed the lower of either: (1) 10 percent of the Action Level specified for lead by Section 1532.1, "Lead," of the Construction Safety Orders; or (2) 10 percent of the appropriate PELs specified for other metals by Cal/OSHA.

The air samples shall be collected at least once per week during progress of work that disturbs the existing paint system. All air samples shall be analyzed within 48 hours at a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association (AIHA). When corrective action is recommended by the CIH, additional samples may be required by the Engineer to be taken, at the Contractor's expense.

6 soil samples shall be collected prior to the start of work, and 6 soil samples shall be collected within 36 hours following completion of cleaning operations of existing steel. Where the cleaning operations extend over large areas of soil or many separate areas of soil at each bridge site, the samples shall be collected at various times during the contract when determined by the Engineer. A soil sample shall consist of 5 plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a 1.2 square yard area. Soil samples shall be analyzed for total lead in conformance with Method 3050B in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," SW-846 published by the United States Environmental Protection Agency.

There shall be no increase in the concentrations of heavy metal in the soil in the area affected when the existing paint system is disturbed. When soil sampling, after completion of work that disturbs the existing paint system, shows an increase in the concentrations of heavy metal, the area affected shall be cleaned and resampled at the Contractor's expense until soil sampling and testing shows concentrations of heavy metal less than or equal to the concentrations collected prior to the start of work.

In areas where there is no exposed soil, there shall be no visible increase in the concentrations of heavy metal on the area affected when the existing paint system is disturbed. Any visible increase in the concentrations of heavy metal, after completion of work that disturbs the existing paint system, shall be removed at the Contractor's expense.

Air and soil sample laboratory analysis results, including results of additional samples taken after corrective action as recommended by the CIH, shall be submitted to the Engineer. The results shall be submitted both verbally within 48 hours after sampling and in writing with a copy to the Contractor, within 5 days after sampling. Sample analysis reports shall be prepared by the CIH as follows:

A. For both air and soil sample laboratory analysis results, the date and location of sample collection, sample number, contract number, bridge number, full name of the structure as shown on the contract plans, and District-County-Route-Post mile will be required.

B. For air sample laboratory analysis results, the following will be required:

1. List of emission control measures in place when air samples were taken.
2. Air sample results shall be compared to the appropriate PELs.
3. Chain of custody forms.
4. Corrective action recommended by the CIH to ensure airborne metals exposure, outside either the containment system or work areas, is within specified limits.

C. For soil sample laboratory analysis results, the concentrations of heavy metal expressed as parts per million will be required.

Work area monitoring will be paid for on the basis of a lump sum price.

The contract lump sum price paid for work area monitoring shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in collecting and analyzing samples of ambient air and soil for heavy metals, complete in place, including reporting the test results, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Containment System**

At the option of the Contractor, the containment system shall consist of either: (1) a ventilated containment structure; (2) vacuum shrouded surface preparation equipment and drapes, tarps, or other materials; or (3) an equivalent containment system. The containment system shall contain all water, resulting debris, and visible dust produced when the existing paint system is disturbed.

The containment system shall provide the clearances specified under "Maintaining Traffic" of these special provisions, except that when no clearances are specified a vertical clearance of 16.5 feet and a horizontal clearance of 32 feet shall be provided for the passage of public traffic.

Falsework or supports for the ventilated containment structure shall not extend below the vertical clearance level nor to the ground line at locations within the roadbed.

The containment system shall provide the minimum clearances as required under "Relations with Railroad Company" of these special provisions for the passage of railroad traffic.

The ventilated containment structure shall conform to the provisions for falsework in Section 51-1.06, "Falsework," of the Standard Specifications.

The minimum total design load of the ventilated containment structure shall consist of the sum of the dead and live vertical loads. Dead load shall consist of the actual load of the ventilated containment structure. Live loads shall consist of a uniform load of not less than 45 psf, which includes 20 psf of sand load, applied over the area supported, and in addition, a moving 1,000-pound concentrated load shall be applied to produce maximum stress in the main supporting elements. Assumed horizontal loads need not be included in the design of the ventilated containment structure.

The ventilated containment structure shall be supported with either rigid or flexible supports. The rigid or flexible containment materials on the containment structure shall retain airborne particles but may allow airflow through the containment materials. Flexible materials shall be supported and fastened to prevent escape of abrasive and blast materials due to whipping from traffic or wind and to maintain clearances.

All mating joints between the ventilated containment structure and the bridge shall be sealed. Sealing may be by overlapping of seams when using flexible materials or by using tape, caulking, or other sealing measures.

Multiple flap overlapping door tarps shall be used at entry ways to the ventilated containment structure to prevent dust or debris from escaping.

Baffles, louvers, flapper seals, or ducts shall be used at make-up air entry points to the ventilated containment structure to prevent escape of abrasives and resulting surface preparation debris.

The ventilated containment structure shall be properly maintained while work is in progress and shall not be changed from the approved working drawings without prior approval of the Engineer.

The ventilation system in the ventilated containment structure shall be of the forced input airflow type with fans or blowers.

Negative air pressure shall be employed within the ventilated containment structure and will be verified by visual methods by observing the concave nature of the containment materials while taking into account wind effects or by using smoke or other visible means to observe airflow. The input airflow shall be properly balanced with the exhaust capacity throughout the range of operations.

The exhaust airflow of the ventilation system in the ventilated containment structure shall be forced into dust collectors (wet or dry) or bag houses.

Full compensation for the containment system shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

**Protective Work Clothing and Hygiene Facilities**

Wherever there is exposure or possible exposure to heavy metals or silica dust at the bridge site, the Contractor shall, for State personnel: (1) furnish, clean, and replace protective work clothing and (2) provide access to hygiene facilities. The furnishing, cleaning, and replacement of protective work clothing and providing access to hygiene facilities shall conform to the provisions of subsections (g), "Protective work clothing and equipment," and (i), "Hygiene facilities and practices," of Section 1532.1, "Lead," of the Construction Safety Orders, and will be required for no more than 3 people.

The protective work clothing and access to hygiene facilities shall be provided during exposure or possible exposure to heavy metals or silica dust at the bridge site and during the application of the undercoats of paint.

Protective work clothing and hygiene facilities shall be inspected and approved by the Engineer before being used by State personnel.

The protective work clothing shall remain the property of the Contractor at the completion of the contract.

Full compensation for protective work clothing and access to hygiene facilities for State personnel shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

## 10-1.14 FURNISH SIGN

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

### SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B 209.

The Contractor shall furnish the Engineer a Certificate of Compliance in conformance with Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the sheet aluminum.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B 449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a weight between 10 milligrams per square foot and 35 milligrams per square foot, and an average weight of 25 milligrams per square foot. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

Base plate for standard route marker shall be die cut.

### RETROREFLECTIVE SHEETING

The Contractor shall furnish retroreflective sheeting for sign background and legend in conformance with ASTM Designation: D 4956 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective sheeting manufacturer without stretching, tearing, and damage.

Class 1, 3, or 4 adhesive backing shall be used for Type II, III, IV, VII, VIII, and IX retroreflective sheeting. Class 2 adhesive backing may also be used for Type II retroreflective sheeting. The adhesive backing shall be pressure sensitive and fungus resistant.

When the color of the retroreflective sheeting determined from instrumental testing is in dispute, the Engineer's visual test will govern.

**PROCESS COLOR AND FILM**

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retroreflective sheeting.

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the screened process color, non-reflective opaque black film, and protective overlay film.

The surface of the screened process color shall be flat and smooth. When the screened process colors determined from the instrumental testing in accordance to ASTM Designation: D 4956 are in dispute, the Engineer's visual test will govern.

The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Contractor may use green, red, blue, and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than 70 percent of the coefficient of retroreflection specified in ASTM Designation: D 4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weatherability as that of the retroreflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90° angle.

**SINGLE SHEET ALUMINUM SIGN**

Single sheet aluminum signs shall be fabricated and furnished with or without frame. The Contractor shall furnish the sheet aluminum in accordance to "Sheet Aluminum" of these special provisions. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38.

Single Sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 48 inches, one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum signs shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of ±1/8 inch. The face sheet shall be affixed to the frame with rivets of 3/16-inch diameter. Rivets shall be placed within the web of channels and shall not be placed less than 1/2 inch from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of ±1/32 inch per linear foot when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within ±1/8 inch of the detailed dimensions.

Aluminum channels or rectangular aluminum tubings shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires as shown on the plans. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

## 10-1.15 CLEAN AND PAINT EXISTING STRUCTURAL STEEL

Metal surfaces of the existing structure shall be cleaned and painted in conformance with the provisions in Section 59-2, "Painting Structural Steel," Section 59-3, "Painting Galvanized Surfaces," and Section 91, "Paint," of the Standard Specifications and these special provisions.

The existing paint systems consist of materials listed in "Existing Highway Facilities" of these special provisions.

Prior to performing any painting or paint removal, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate Painting Quality Work Plan (PQWP) for each item of work for which painting or paint removal is to be performed. As a minimum, each PQWP shall include the following:

A. The name of each Contractor or subcontractor to be used.
B. One copy each of all current ASTM and "SSPC: The Society for Protective Coatings" specifications or qualification procedures applicable to the painting or paint removal to be performed. These documents shall become the permanent property of the Department.
C. A copy of the coating manufacturer's guidelines and recommendations for surface preparation, painting, drying, and curing of painted structural steel, including testing methods and maximum allowable levels for soluble salts.
D. Proposed methods and equipment to be used for any paint application.
E. Proof of each of any required certifications, SSPC-QP 1 or SSPC-QP 2.

1. In lieu of certification in conformance with the requirements in SSPC-QP 1 for this project, the Contractor may submit written documentation showing conformance with the requirements in Section 3, "General Qualification Requirements," of SSPC-QP 1.

F. Proposed methods to control environmental conditions in accordance with the manufacturer's recommendations and these special provisions.
G. Proposed methods to protect the coating during the curing period.
H. Proposed rinse water collection plan.
I. A detailed paint repair plan for the repair of damaged areas.
J. Procedures for containing blast media and water during application of coatings and coating repair of erected steel.
K. Examples of proposed daily reports for all testing to be performed, including type of testing, location, lot size, time, weather conditions, test personnel, and results.

Prior to submitting the PQWP, a prepainting meeting between the Engineer, the Contractor, and a representative from each entity performing painting for this project shall be held to discuss the requirements for the PQWP.

The Engineer shall have 3 weeks to review the PQWP submittal after a complete plan has been received. No painting or paint removal shall be performed until the PQWP for that work is approved by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the PQWP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

It is understood that the Engineer's approval of the Contractor's PQWP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications.

The Contractor shall provide enclosures to permit cleaning and painting during inclement weather. Provisions shall be made to control atmospheric conditions inside the enclosures within specified limits during cleaning and painting operations, drying to solvent insolubility, and throughout the curing period in accordance with the manufacturer's recommendations and these special provisions. Full compensation for providing and maintaining such enclosures shall be considered as included in the prices paid for the various contract items of work requiring paint and no additional compensation will be allowed therefor.

Fresh, potable water with a maximum chloride content of 75 ppm and a maximum sulfate content of 200 ppm shall be used for water rinsing, pressure washing, or steam cleaning operations. No continuous recycling of rinse water will be permitted. If rinse water is collected into a tank and subsequent testing determines the collected water conforms to the specified requirements, reuse may be permitted by the Engineer if no collected water is added to the tank after sample collection for determination of conformance to specified requirements.

**CLEANING**

Metal surfaces shall be steam cleaned as provided in Section 59-2.05, "Steam Cleaning," of the Standard Specifications. The temperature of the steam produced shall be between 275° F and 375° F at the nozzle.

At the option of the Contractor, a pressure wash system with a nozzle pressure between 2,500 psi and 3,000 psi may be substituted for steam cleaning apparatus. Addition of biodegradable detergent to the pressure wash will not be required.

Gloss on the existing paint shall be removed without removing sound paint so that 60 degree specular gloss is less than 6 when measured in conformance with ASTM Designation: D 523.

Areas containing rust or other foreign substances that are not removable by steam cleaning and rinsing or pressure washing, and which would hinder the bonding of new paint, shall be spot blast cleaned with abrasive blasting as required in Section 59-2.03, "Blast Cleaning," of the Standard Specifications. Blast cleaning shall not be performed until the surfaces are thoroughly dry.

Mineral and slag abrasives used for blast cleaning steel surfaces shall conform to the requirements for Class A, Grade 2 to 3 abrasives contained in SSPC-AB 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings," and shall not contain hazardous material.

Steel abrasives used for blast cleaning steel surfaces shall comply with the requirements of SSPC-AB 3, "Ferrous Metal Abrasive," of the "SSPC: The Society for Protective Coatings." If steel abrasive is recycled through shop or field abrasive blast cleaning units, the recycled abrasive shall conform to the requirements of SSPC-AB 2, "Specification for Cleanliness of Recycled Ferrous Metallic Abrasive," of the "SSPC: The Society for Protective Coatings."

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material for cleaning existing steel.

Abrasive blast cleaned surfaces shall be tested by the Contractor for soluble salts using a Class A or B retrieval method as described in Technology Guide 15, "Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other

Nonporous Substrates," of the "SSPC: The Society for Protective Coatings," and cleaned so the maximum level of soluble salts does not exceed the lesser of the coating manufacturer's written recommendations or 10 micrograms per square centimeter. Areas of abrasive blast cleaned steel shall be tested at the rate of 3 tests for the first 1,000 square feet prepared per day, and one test for each additional 1,000 square feet or portion thereof, at locations selected by the Engineer. When less than 1,000 square feet of surface area is prepared in a shift, at least 2 tests shall be performed. If levels of soluble salts exceed the maximum allowed by these special provisions, the entire area represented by the testing will be rejected. The Contractor shall perform additional cleaning and testing of rejected areas until soluble salt levels conform to these requirements.

**PAINTING**

Paint shall be applied to existing metal surfaces in conformance with the following requirements:

A. Precede each specified undercoat by a stripe coat on all edges, corners, seams, crevices, interior angles, junctions of joining members, weld lines, and similar surface irregularities. This stripe coat shall be of sufficient thickness to completely hide the surface being covered and shall be followed as soon as practical by the application of the full undercoat to its specified thickness.
B. Blast cleaned areas shall be coated with the following paint system in the order listed:

    1. The first undercoat paint conforming to the requirements for Red Primer Paint-Waterborne, Formula 145D shall be applied in one or more applications to a dry film thickness of not less than 2 mils nor more than 3 mils.
    2. The second undercoat paint conforming to the requirements for Pink Primer Paint- Waterborne, Formula 146D shall be applied in one or more applications to a dry film thickness of not less than 2 mils nor more than 3 mils.
    3. The total dry film thickness of all undercoats shall be not less than 4 mils nor more than 6 mils.

C. After the total dry film thickness of undercoats has been applied, metal surfaces shall receive the following finish coats in the order listed:

    1. The first finish coat paint conforming to the requirements for Light Green Finish Paint-Waterborne, Formula PWB 171B, shall be applied in one or more applications to a dry film thickness of not less than 1.5 mils nor more than 3 mils.
    2. The second finish coat paint conforming to the requirements for Green Finish Paint-Waterborne, Formula PWB 172B shall be applied in one or more applications to a dry film thickness of not less than 1.5 mils nor more than 3 mils.

A minimum of 12 hours drying time shall be allowed before applying the succeeding undercoat or finish coat.

The 2 undercoats and first finish coat shall be applied within 30 days of blast cleaning of existing metal surfaces.

The total dry film thickness on areas that have been blast cleaned shall be not less than 7 mils nor more than 12 mils. The total dry film thickness of new paint on areas not blast cleaned shall be not less than 3 mils nor more than 6 mils.

**PAYMENT**

Steam cleaning and rinsing, pressure washing, or sanding of exposed surfaces of existing structural steel will be paid for at a lump sum price for clean structural steel (existing bridge).

The contract lump sum price paid for clean structural steel (existing bridge) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in steam cleaning, pressure washing, and sanding of surfaces of existing structural steel, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Blast cleaning and undercoat painting of blast cleaned areas will be measured by the square foot of spot blast cleaned areas and will be paid for as spot blast clean and paint undercoat.

The contract price paid per square foot for spot blast clean and paint undercoat shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in spot blast cleaning and painting undercoat on existing surfaces, including testing for soluble salts, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Finish coat painting of exposed surfaces of existing structural steel will be paid for at a lump sum price for paint structural steel (existing bridge).

The contract lump sum price paid for paint structural steel (existing bridge) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finish coat painting the exposed surfaces of existing structural steel, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## SECTION 11. (BLANK)

## 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. James H. Smith, Manager Industry and Public Projects, 9451 Atkinson Street, Roseville, CA 95747, Telephone (916) 789-5152, 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 279mm x 432mm (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 faleswork 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 James H. Smith of Railroad at (916) 789-5152. 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.

(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 90 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 90 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 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 Exhibit A-1. Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of Exhibit A to this agreement does not apply to Contractor and in no way limits the indemnities set forth in those provisions, to which Contractor agrees to be bound.

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 paragraph (d) of Exhibit A-l, hereto attached, 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 Railroad's Manager-Track Maintenance at** (209) 942-5333 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:

James H. Smith

Manager Industry and Public Projects

9451 Atkinson Street

Roseville, CA 95747

_____

CONTRACTOR (print name on above line)

By: _____

Title: _____

By: _____

(sign on above

Title: _____

# AMENDMENTS TO THE STANDARD SPECIFICATIONS

## DATED MAY 2006

# AMENDMENTS ISSUE DATE: 02-06-09

## SECTION 0 GLOBAL REVISIONS
**(Issued 02-06-09)**

Global revisions are changes to contract documents not specific to a section of the Standard Specifications.

In each contract document at each occurrence:

1. Except where existing asphalt concrete is described, replace "asphalt concrete" with "hot mix asphalt"
2. Except where existing AC is described, replace "AC" with "HMA" where AC means asphalt concrete
3. Replace "Engineer's Estimate" with "verified Bid Item List"
4. Replace "Notice to Contractors" with "Notice to Bidders"
5. Except in "Contract Project Information Signs," replace "Project Information" with "Supplemental Project Information"

Where Standard Specifications refer to the special provisions to describe the work, interpret the reference to the Bid Item List, the special provisions, or both.

Interpret a reference to the Standard Specifications as a reference to the Standard Specifications as amended in these Amendments to the Standard Specifications.

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## SECTION 1 DEFINITIONS AND TERMS
**(Issued 02-06-09)**

**Replace Section 1 with:**

**SECTION 1 GENERAL**

**1-1 GENERAL**

### 1-1.01 GENERAL

Section 1 includes general rules of interpretation.

The Department is gradually standardizing the style and language of the specifications. The new style and language includes:

1. Use of:

    1.1. Imperative mood
    1.2. Introductory modifiers
    1.3. Conditional clauses

2. Elimination of:

    2.1. Language variations
    2.2. Definitions for industry-standard terms
    2.3. Redundant specifications
    2.4. Needless cross-references

The use of this new style does not change the meaning of a specification not yet using this style.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

Omission of "a," "an," and "the" is intentional. These articles have been omitted in some specifications for streamlining purposes.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Reserved," or "Not Used" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

## 1-2 REFERENCES

### 1-2.01 REFERENCES

A reference within parentheses to a law or regulation is included in the contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

If the version of a referenced document is not specified, use the current version in effect on the date of Notice to Bidders.

A reference to a subsection includes the section's general specifications of which the subsection is a part.

A code not specified as a Federal code is a California code.

## 1-3 ABBREVIATIONS AND MEASUREMENT UNITS

### 1-3.01 ABBREVIATIONS

**Abbreviations**

| Abbreviation | Meaning |
|---|---|
| AAN | American Association of Nurserymen |
| AASHTO | American Association of State Highway and Transportation Officials |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| AMA | archaeological monitoring area |
| ANSI | American National Standards Institute |
| APHA | American Public Health Association |
| API | American Petroleum Institute |
| AREMA | American Railway Engineering and Maintenance-of-Way Association |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWG | American Wire Gage |
| AWPA | American Wood-Preservers' Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| CIH | Certified Industrial Hygienist |
| DBE | Disadvantaged Business Enterprise |
| DVBE | Disabled Veteran Business Enterprise |
| EIA | Electronic Industries Alliance |
| ESA | environmentally sensitive area |
| ETL | Electrical Testing Laboratories |
| FHWA | Federal Highway Administration |
| IEEE | Institute of Electrical and Electronics Engineers |
| NETA | National Electrical Testing Association, Inc. |
| NEMA | National Electrical Manufacturers Association |
| PLAC | permit, license, agreement, certification, or any combination of these |
| SSPC | The Society for Protective Coatings |
| UL | Underwriters' Laboratories Inc. |

## 1-3.02 MEASUREMENT UNITS

**Measurement Units**

| Symbols as used in the specifications | Symbols as used in the Bid Item List | Meaning |
|---|---|---|
| A | — | amperes |
| | ACRE | acre |
| | CF | cubic foot |
| | CY | cubic yard |
| -- | EA | each |
| g | -- | gram |
| ksi | -- | kips per square inch |
| | GAL | gallon |
| h | H | hour |
| | LB | pound |
| -- | LS | lump sum |
| | LF | linear foot |
| | LNMI | lane mile |
| | MFBM | thousand foot board measure |
| | MI | mile |
| | MSYD | thousand station yard |
| Ω | -- | ohm |
| pcf | -- | pounds per cubic foot |
| s | -- | second |
| | STA | 100 feet |
| | SQFT | square foot |
| | SQYD | square yard |
| | TAB | tablet |
| ton | TON | 2,000 pounds |
| W | -- | watt |
| V | -- | volt |

# 1-4 DEFINITIONS

## 1-4.01 GENERAL

Interpret terms as defined in the contract documents. A construction-industry term not defined in the contract documents has the meaning defined in Means Illustrated Construction Dictionary, Condensed Version, Second Edition.

## 1-4.02 GLOSSARY

**aerially deposited lead:** Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.

**archaeological monitoring area:** Area within or near construction limits where access is allowed, but work is subject to archaeological monitoring.

**archaeological resources:** Remains of past human activity, including historic and prehistoric material (e.g., tools and tool fragments, hearth and food remains, structural remains, and human remains).

**acceptance:** Formal written acceptance by the Director of an entire contract that has been completed in all respects in accordance with the plans and specifications and any modifications to them previously approved.

**base:** Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

**basement material:** Material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing, or other specified layer to be placed.

**bid item:** Specific work unit for which the bidder provides a price.

**Bid Item List:** List of bid items and the associated quantities.

**Bid Item List, verified:** Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Department's Web site is the verified Bid Item List.

**bridge:** Structure, with a bridge number, that carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.

**building-construction contract:** Contract that has "building construction" on the cover of the Notice to Bidders and Special Provisions.

**business day:** Day on the calendar except Saturday or holiday.

**California Manual on Uniform Traffic Control Devices:** The California Manual on Uniform Traffic Control Devices for Streets and Highways (California MUTCD) is issued by the Department of Transportation and is the Federal Highway Administration's MUTCD 2003 Edition, as amended for use in California.

**Certified Industrial Hygienist:** Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

**conduit:** Pipe or tube in which smaller pipes, tubes, or electrical conductors are inserted or are to be inserted.

**contract:** Written and executed contract between the Department and the Contractor.

**contract bonds:** Security for the payment of workers and suppliers furnishing materials, labor, and services and for guaranteeing the Contractor's work performance.

**contract item:** Bid item.

**Contractor:** Person or business or its legal representative entering into a contract with the Department for performance of the work.

**culvert:** Structure, other than a bridge, that provides an opening under a roadway for drainage or other purposes.

**day:** 24 consecutive hours running from midnight to midnight; calendar day.

**deduction:** Amount of money permanently taken from progress payment and final payment. Deductions are not retentions under Pub Cont Code § 7107.

**Department:** Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

**detour:** Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

**Director:** Department's Director.

**Disabled Veteran Business Enterprise:** Business certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.

**divided highway:** Highway with separated traveled ways for traffic, generally in opposite directions.

**Engineer:** Department's Chief Engineer acting either directly or through properly authorized agents; the agents acting within the scope of the particular duties delegated to them.

**environmentally sensitive area:** Area within or near construction limits where access is prohibited or limited to protect environmental resources.

**Federal-aid contract:** Contract that has a Federal-aid project number on the cover of the Notice to Bidders and Special Provisions.

**fixed costs:** Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

**frontage road:** Local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.

**grading plane:** Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

**highway:** Whole right of way or area that is reserved for and secured for use in constructing the roadway and its appurtenances.

**holiday:**

1. Every Sunday
2. January 1st, New Year's Day
3. 3rd Monday in January, Birthday of Martin Luther King, Jr.
4. February 12th, Lincoln's Birthday
5. 3rd Monday in February, Washington's Birthday
6. March 31st, Cesar Chavez Day
7. Last Monday in May, Memorial Day
8. July 4th, Independence Day
9. 1st Monday in September, Labor Day
10. 2nd Monday in October, Columbus Day
11. November 11th, Veterans Day
12. 4th Thursday in November, Thanksgiving Day
13. Day after Thanksgiving Day
14. December 25th, Christmas Day

If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday. Interpret "legal holiday" as "holiday."

**informal-bid contract:** Contract that has "Informal Bid Authorized by Pub Cont Code §10122" on the cover of the Notice to Bidders and Special Provisions.

**Information Handout:** Supplemental project information furnished to bidders as a handout.

**laboratory:** Laboratory authorized by the Department to test materials.

**liquidated damages:** Amount prescribed in the specifications, pursuant to the authority of Pub Cont Code § 10226, to be paid to the State or to be deducted for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

**median:** Portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.

**Notice to Bidders:** Document that provides a general work description, bidder and bid specifications, and the time and location the Department receives bids.

**paleontological resources:** Fossils and the deposits they are found in. Fossils are evidence of ancient life preserved in sediments and rock. Examples of paleontological resources are remains of (1) animals, (2) animal tracks, (3) plants, and (4) other organisms. Archaeological resources are not paleontological and fossils found within an archaeological resource are generally considered archaeological resources, not paleontological resources.

**pavement:** Uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

**plans:** Official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans.

In the above definition, the following terms are defined as follows:

**Standard Plans:** Standard Plans issued by the Department.

**project plans:** Specific details and dimensions peculiar to the work supplemented by the Standard Plans insofar as the same may apply.

**roadbed:** Area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

**roadway:** Highway portion included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

**shoulder:** Roadway portion contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**special provisions:** Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Standard Specifications. The Department's publication titled "Labor Surcharge And Equipment Rental Rates" is part of the special provisions.

**specifications:** Directions, provisions, and requirements contained in these Standard Specifications, Amendments to the Standard Specifications, and the special provisions. Where the term "these specifications" or "these Standard Specifications" is used in this book, it means the provisions set forth in this book.

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

**Structure Design:** Offices of Structure Design of the Department.

**subbase:** Layer of specified material of planned thickness between a base and the basement material.

**subgrade:** Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

**substructure:** Bridge portions below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges are portions of the substructure.

**superstructure:** Bridge portion except the bridge substructure.

**supplemental project information:** Information relevant to the project, specified as supplemental project information, and made available to bidders.

**surfacing:** Uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

**traffic lane:** Portion of a traveled way for the movement of a single line of vehicles.

**traveled way:** Portion of the roadway for the movement of vehicles, exclusive of shoulders.

**total bid:** Sum of the item totals as verified by the Department; original contract price.

**withhold:** Money temporarily or permanently taken from progress payment. Withholds are not retentions under Pub Cont Code § 7107.

**work:** All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments, or extensions to it made by contract change order or other written orders of the Engineer.

## 1-5 DISTRICTS

**District Composition and Office Addresses**

| District | Counties | Location Address | Mailing Address |
|---|---|---|---|
| 1 | Del Norte (DN), Humboldt (Hum), Lake (Lak), Mendocino (Men) | 1656 UNION ST<br>EUREKA, CA | PO BOX 3700<br>EUREKA CA 95502 |
| 2 | Lassen (Las), Modoc (Mod), Plumas (Plu), Shasta (Sha), Siskiyou (Sis), Tehama (Teh), Trinity (Tri) | 1657 RIVERSIDE DR<br>REDDING, CA | PO BOX 496073<br>REDDING CA 96049-6073 |
| 3 | Butte (But), Colusa (Col), El Dorado (ED), Glenn (Gle), Nevada (Nev), Placer (Pla), Sacramento (Sac), Sierra (Sie), Sutter (Sut), Yolo (Yol), Yuba (Yub) | 703 B ST<br>MARYSVILLE, CA | PO BOX 911<br>MARYSVILLE CA 95901 |
| 4 | Alameda (Ala), Contra Costa (CC), Marin (Mrn), Napa (Nap), San Francisco (SF), San Mateo (SM), Santa Clara (SCl), Solano (Sol), Sonoma (Son) | 111 GRAND AVE<br>OAKLAND, CA | PO BOX 23660<br>OAKLAND CA 94623-0660 |
| 5 | Monterey (Mon), San Benito (SBt), San Luis Obispo (SLO), Santa Barbara (SB), Santa Cruz (SCr) | 50 HIGUERA ST<br>SAN LUIS OBISPO, CA | 50 HIGUERA ST<br>SAN LUIS OBISPO CA 93401-5415 |
| 6 | Fresno (Fre), Kern (Ker), Kings (Kin), Madera (Mad), Tulare (Tul) | 1352 W. OLIVE AVE<br>FRESNO, CA | PO BOX 12616<br>FRESNO CA 93728-2616 |
| 7 | Los Angeles (LA), Ventura (Ven) | 100 S. MAIN ST<br>LOS ANGELES | 100 S MAIN ST<br>LOS ANGELES CA 90012 |
| 8 | Riverside (Riv), San Bernardino (SBd) | 464 W 4TH ST<br>SAN BERNARDINO, CA | 464 W 4TH ST<br>SAN BERNARDINO CA 92401-1400 |
| 9 | Inyo (Iny), Mono (Mno) | 500 S MAIN ST<br>BISHOP, CA | 500 S MAIN ST<br>BISHOP CA 93514-3423 |
| 10 | Alpine (Alp), Amador (Ama), Calaveras (Cal), Mariposa (Mpa), Merced (Mer), San Joaquin (SJ), Stanislaus (Sta), Tuolumne (Tuo) | 1976 E CHARTER WAY<br>STOCKTON, CA | PO BOX 2048<br>STOCKTON CA 95201 |
| 11 | Imperial (Imp), San Diego (SD) | 4050 TAYLOR ST<br>SAN DIEGO, CA | 4050 TAYLOR ST<br>SAN DIEGO CA 92110-2737 |
| 12 | Orange (Ora) | 3347 MICHELSON DR<br>STE 100<br>IRVINE, CA | 3347 MICHELSON DR STE 100<br>IRVINE CA 92612-0661 |

A project with work in District 1, 2, or 3 is a North Region project. For Districts 1, 2, and 3, interpret each reference to the district office as the North Region office. The North Region office address is the District 3 address.

## 1-6 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS

**Web Sites, Addresses, and Telephone Numbers**

| Agency, Department Unit, or Reference | Web Site | Address | Telephone No. |
|---|---|---|---|
| Bid Document Unit | | MSC 26<br>BID DOCUMENT UNIT<br>DEPARTMENT OF TRANSPORTATION<br>1120 N ST RM 200<br>SACRAMENTO CA 95814-5605 | |
| Department | www.dot.ca.gov | | |
| Department of General Services, Office of Small Business and DVBE Services | www.pd.dgs.ca.gov/smbus/default.htm | OFFICE OF SMALL BUSINESS AND DVBE SERVICES<br>DEPARTMENT OF GENERAL SERVICES<br>707 3RD ST<br>WEST SACRAMENTO CA 95605-2811 | (800) 559-5529<br>(916) 375-4940 |
| Department of Industrial Relations | www.dir.ca.gov | | |
| Department of Industrial Relations, Division of Apprenticeship Standards | | 455 GOLDEN GATE AVENUE<br>SAN FRANCISCO, CA 94102 | |
| Office Engineer | | MSC 43<br>OFFICE ENGINEER<br>DEPARTMENT OF TRANSPORTATION<br>1727 30TH ST<br>SACRAMENTO CA 95816-7005 | |
| Office Engineer–Verified Bid Results | http://www.dot.ca.gov/hq/esc/oe/awards/bidsum_html/6week_list.html. | | |
| Offices of Structure Design, Documents Unit | | MSC 9-4/4I<br>DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN<br>DEPARTMENT OF TRANSPORTATION<br>1801 30TH ST<br>SACRAMENTO CA 95816-7006 | (916) 227-0716 |
| Publication Distribution Unit | | PUBLICATION UNIT<br>DEPARTMENT OF TRANSPORTATION<br>1900 ROYAL OAKS DRIVE<br>SACRAMENTO CA 95815-3800 | |
| Transportation Laboratory | | MATERIALS AND ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES<br>DEPARTMENT OF TRANSPORTATION<br>5900 FOLSOM BLVD<br>SACRAMENTO CA 95819-4612 | (916) 227-7000 |
| Department's Pre-Qualified Products List | http://www.dot.ca.gov/hq/esc/approved_products_list | | |

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## SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS
**(Issued 02-06-09)**

**Replace Section 2 with:**

## SECTION 2 BIDDING

### 2-1.01 GENERAL

Section 2, "Bidding," includes specifications related to bid eligibility and the bidding process.

### 2-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submit a bid
2. Subcontract for a part of the work
3. Supply materials

### 2-1.03 BID DOCUMENTS

#### 2-1.03A General

Standard Specifications and Standard Plans may be viewed at the Department's Web site and may be purchased at the Publication Distribution Unit.

Special provisions, Amendments to the Standard Specifications, and project plans may be viewed at:

1. Department's Web site
2. District office of the district in which the work is located
3. Districts 4 and 12 offices
4. Bid Document Unit

For an informal-bid contract, special provisions, Amendments to the Standard Specifications, and project plans may be viewed at:

1. Department's Web site
2. Bid Document Unit

Bid books, special provisions, Amendments to the Standard Specifications, and project plans may be obtained at the Bid Document Unit. To expedite orders, you may obtain these documents by faxing an order to (916) 654-7028. Fax orders must include credit card charge number, card expiration date, and authorizing signature.

#### 2-1.03B Supplemental Project Information

Logs of test borings attached to the project plans are supplemental project information. The Department makes other supplemental information available as specified in the special provisions.

The Information Handout may be viewed and obtained at the Bid Document Unit.

If rock cores are available, you may view them by sending a request to Coreroom@dot.ca.gov.

Make your request at least 7 days before viewing. Include in your request:

1. District-County-Route
2. Bridge number
3. Contract number
4. Viewing date
5. Contact information, including telephone number.

If bridge as-built drawings are available:

1. For a project in District 1 through 6 or 10, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357
2. For a project in District 7, 8, 9, 11, or 12, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357, and are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, telephone (213) 897-0877

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust dimensions of the work to fit existing conditions.

## 2-1.04 SMALL BUSINESS ENTERPRISE GOAL

The Department has established an overall 25 percent small business participation goal. To determine if the goal is achieved, the Department is tracking small business participation on all contracts.

Contractors, subcontractors, suppliers, and service providers who qualify as small business are encouraged to apply for certification as a small business by submitting their application to the Department of General Services, Office of Small Business and DVBE Services.

## 2-1.05 DISADVANTAGED BUSINESS ENTERPRISES

Section 2-1.05, "Disadvantaged Business Enterprises," applies to a Federal-aid contract.

Under 49 CFR 26.13(b):

> 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.

In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs as defined in 49 CFR 26.

## 2-1.06 DISABLED VETERAN BUSINESS ENTERPRISES

### 2-1.06A General

Section 2-1.06, "Disabled Veteran Business Enterprises," applies to a non-Federal-aid contract.

Take necessary and reasonable steps to ensure that DVBEs have opportunity to participate in the contract.

Comply with Mil & Vet Code § 999 et seq.

### 2-1.06B No Goal

Section 2-1.06B, "No Goal," applies if no DVBE goal is shown in the Notice to Bidders.

The Department encourages bidders to obtain DVBE participation in order to ensure the Department achieves its State-mandated overall DVBE goal.

### 2-1.06C Goal

Section 2-1.06C, "Goal," applies if a DVBE goal is shown in the Notice to Bidders.

Make work available to DVBEs and select work parts consistent with available DVBE subcontractors and suppliers.

Meet the goal shown or demonstrate that you made good faith efforts to meet this goal.

## 2-1.07 SMALL BUSINESS AND NON–SMALL BUSINESS SUBCONTRACTOR PREFERENCES

### 2-1.07A General

Section 2-1.07, "Small Business and Non–Small Business Subcontractor Preferences (Govt Code § 14835 et seq. and 2 CA Code of Regs § 1896 et seq.)," applies to a non-Federal-aid contract.

### 2-1.07B Small Business Preference

The Department allows a bidder certified as a small business by the Office of Small Business and DVBE Services, Department of General Services, a preference if:

1. You completed a Request for Small Business Preference or Non–Small Business Preference form
2. You attached a copy of your Office of Small Business and DVBE Services small business certification to the form
3. The low bidder is not certified as a small business

The bidder's signature on the Request for Small Business Preference or Non–Small Business Preference form certifies that the bidder is certified as a small business at the time and day of bid or has submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on bid opening date.

The Department of General Services determines if a bidder was certified on bid opening date. The Department confirms the bidder's status as a small business before applying the small business preference.

The small business preference is a reduction for bid comparison in the total bid submitted by the small business subcontractor by the lesser of:

1. 5 percent of the verified total bid of the low bidder
2. $50,000

If this reduction results in the small business contractor becoming the low bidder, the contract award is based on the total bid, not the reduced bid.

**2-1.07C Non–Small Business Subcontractor Preference**

The Department allows a bidder not certified as a small business by the Office of Small Business and DVBE Services, Department of General Services, a preference if:

1. You completed a Request for Small Business Preference or Non–Small Business Preference form
2. The low bidder is not certified as a small business and has not requested preference
3. The Certified Small Business Listing for the Non–Small Business Preference form shows that you are subcontracting at least 25 percent to certified small businesses.

The non–small business subcontractor preference is a reduction for bid comparison in the total bid submitted by the non–small business contractor requesting the preference by the lesser of:

1. 5 percent of the verified total bid of the low bidder
2. $50,000

If this reduction results in the non–small business contractor becoming the low bidder or a tie with a non-small business low bidder not requesting the preference, the contract award is based on the total bid, not the reduced bid.

A non-small business bidder cannot displace a small business bidder.

## 2-1.08 DVBE INCENTIVE EVALUATION

Section 2-1.08, "DVBE Incentive Evaluation," applies to a non-Federal-aid contract.

The Department applies the Small Business and Non–Small Business preference during bid verification and proceeds with the following evaluation for DVBE incentive.

The Department grants a DVBE incentive to bidders who achieve a DVBE participation of 1 percent or greater of the value of their bid (Mil & Vet Code and Code of Regs § 1896.98 et seq).

The DVBE incentive is a reduction, for bid comparison only, in the total bid submitted by the lesser of:

1. Percentage of DVBE achievement, rounded to 2 decimal places, of the verified total bid of the low bidder
2. 5 percent of the verified total bid of the low bidder
3. $100,000

The Department applies DVBE incentive and determines if bid ranking changes.

A non-small business bidder cannot displace a small business bidder. However, a small business bidder with higher DVBE achievement can displace another small business bidder.

The Department proceeds with awarding the contract to the new low bidder and posts the new verified bid results at its Office Engineer Web site.

## 2-1.09 PREFERENCE HIERARCHY

Section 2-1.09, "Preference Hierarchy," applies to a non-Federal-aid contract.

If a small business bidder and a non–small business bidder request preferences and the reductions result in a tied bid, the Department awards the contract to the small business bidder.

If a DVBE bidder and a non-DVBE bidder request preferences and the reduction results in a tied bid, the Department awards the contract to the DVBE bidder.

### 2-1.10 CALIFORNIA COMPANIES

Section 2-1.10, "California Companies," applies to a non-Federal-aid contract.

Under Pub Cont Code § 6107, the Department gives preference to a "California company," as defined, for bid comparison purposes over a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

Complete a California Company Preference form.

The California company reciprocal preference amount is equal to the preference amount applied by the state of the nonresident contractor with the lowest responsive bid unless the California company is eligible for a small business preference or a non–small business subcontractor preference; in which case the preference amount is the greater of the two, but not both.

If the low bidder is not a California company and a California company's bid with reciprocal preference is equal to or less than the lowest bid, the Department awards the contract to the California company on the basis of its total bid, not the reduced bid used for comparison except as specified in Section 2-1.09, "Preference Hierarchy."

### 2-1.11 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

### 2-1.12 BID DOCUMENT COMPLETION

#### 2-1.12A General

Complete forms in the Bid book. Submit the forms with your bid except:

1. For the following 2 forms for non-federal-aid non-informal-bid contracts:

    1.1. Certified DVBE Summary and DVBE - Good Faith Efforts forms. You may submit these forms with your bid. If you do not and you are the low bidder or the 2nd or 3rd low bidder, submit them so that they are received at the Office Engineer no later than 4:00 p.m. on the 4th business day after bid opening. If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form. Other bidders may be required to submit these forms if bid ranking changes.

    1.2. Certified Small Business Subcontractor form. If you are applying for the non–small business subcontractor preference, you may submit this information with your bid. If you do not, submit it so that it is received at the Office Engineer no later than 4:00 p.m. on the 2nd business day after bid opening. The listed subcontractors and suppliers must be certified as a small business at the time and day of bid or must have submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on bid opening date.

2. On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or fax the percentage to (916) 227-6282 within 24 hours after bid opening.

Except for the percentage of each bid item subcontracted, do not fax submittals.

The Department determines a bidder has made good faith efforts if it submits evidence that it:

1. Contacted the Office of Small Business and DVBE Services, Department of General Services
2. Advertised in trade media and media focusing on DVBEs unless time limits the Department imposes do not allow the advertising
3. Submitted invitations to bid to potential DVBE contractors
4. Considered available DVBEs

### 2-1.12B Bid Item List and Bid Comparison

Submit a bid based on the work item quantities the Department shows in the Bid Item List.

For a lump sum based bid, the Department compares bids based on the total price.

For a unit price based bid, the Department compares bids based on the sum of the item totals.

For a cost plus time based bid, the Department compares bids based on the sum of the item totals and the total bid for time.

### 2-1.12C Subcontractor List

In the Subcontractor List, list each subcontractor to perform work:

1. In an amount in excess of 1/2 of 1 percent of the total bid or $10,000, whichever is greater (Pub Cont Code § 4100 et seq.)
2. That is a 1st tier DVBE subcontractor regardless of percentage of the total bid

The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

## 2-1.13 BIDDER'S SECURITY

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Bidder's bond signed by a surety insurer who is licensed in California

Make checks and bonds payable to the Department of Transportation.

If using a bidder's bond, you may use the form in the Bid book. If you do not use the form in the Bid book, use a form containing the same information.

## 2-1.14 BID SUBMITTAL

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

## 2-1.15 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid.

After the bid opening time, you cannot withdraw a bid.

## 2-1.16 BID OPENING

The Department publicly opens and reads bids at the time and place described in the Notice to Bidders.

## 2-1.17 BID REJECTION

The Department may reject:

1. All bids
2. A nonresponsive bid

## 2-1.18 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Office Engineer. For Relief of Bid Request form, go to:

http://www.dot.ca.gov/hq/esc/oe/contractor_info/relief.pdf

### 2-1.19 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

### 2-1.20 BID RIGGING

Section 2-1.20, "Bid Rigging," applies to a Federal-aid contract.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available Monday through Friday between 11:00 a.m. and 8:00 p.m. and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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## SECTION 3 AWARD AND EXECUTION OF CONTRACT
**(Issued 11-07-08)**

**Replace Section 3 with:**

## SECTION 3 CONTRACT AWARD AND EXECUTION

### 3-1.01 SCOPE

Section 3, "Contract Award and Execution," includes specifications related to contract award and execution.

### 3-1.02 CONTRACT AWARD

Submit any bid protest to the Office Engineer.

If the Department awards the contract, the award is made to the lowest responsible bidder within the number of days shown in the following table:

**Contract Award Period**

| Days (after bid opening) | Project Estimated Cost shown in the Notice to Bidders |
|---|---|
| 30 | < $200 million |
| 60 | ≥ $200 million |

The Department may extend the specified award period if the bidder agrees.

### 3-1.03 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least 50 percent of the total bid.

The Department furnishes the successful bidder with bond forms.

### 3-1.04 CONTRACTOR LICENSE

For a Federal-aid contract, the Contractor must be properly licensed as a contractor (Pub Cont Code § 10164) from contract award through contract acceptance.

For a non-Federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through contract acceptance (Bus & Prof Code § 7028.15)

2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

### 3-1.05 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12, "Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is $50,000 or higher.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### 3-1.06 SMALL BUSINESS PARTICIPATION REPORT

Complete and sign the Small Business (SB) Participation Report form included in the contract documents even if no small business participation is reported.

### 3-1.07 PAYEE DATA RECORD

Complete and sign the Payee Data Record form included in the contract documents.

### 3-1.08 CALTRANS BIDDER - DBE INFORMATION FORM

Section 3-1.08, "Caltrans Bidder - DBE Information Form," applies to a Federal-aid contract.

Complete and sign the Caltrans Bidder - DBE Information form included in the contract documents even if no DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Department encourages you to submit a copy of the joint venture agreement.

### 3-1.09 CONTRACT EXECUTION

The successful bidder must sign the contract.

Deliver to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in Section 3-1.05, "Insurance Policies"
4. Small Business Participation Report
5. Payee data record
6. For a Federal-aid contract, Caltrans Bidder - DBE Information form

For an informal-bid contract, the Office Engineer must receive these documents before the 5th business day after the bidder receives the contract. For all other contracts, the Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

The following is a copy of the Contract form:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**CONTRACT**

DES-OE-0103A (NEW 3/2008)

# STATE OF CALIFORNIA
# DEPARTMENT OF TRANSPORTATION
# CONTRACT NO. _____

This contract is entered into between the State of California's Department of Transportation and the Contractor named below:

_____

CONTRACTOR'S NAME

The parties agree to comply with the terms of the following exhibits that are by this reference made a part of this contract.

Exhibit A - Bid book dated _____

Exhibit B - Notice to Bidders and Special Provisions dated _____

Exhibit C - Project Plans approved _____

Exhibit D - Standard Specifications dated _____

Exhibit E - Standard Plans dated _____

Exhibit F - Addenda

Exhibits A, B, C, and F are those exhibits identified with the same contract number as this contract.

**This contract has been executed by the following parties:**

## CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* |
|---|---|

PRINTED NAME AND TITLE OF PERSON SIGNING

FEDERAL EMPLOYER IDENTIFICATION NUMBER

## DEPARTMENT OF TRANSPORTATION

| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* |
|---|---|

PRINTED NAME AND TITLE OF PERSON SIGNING

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

### 3-1.10 BIDDERS' SECURITIES

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Cont Code § 10184).

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## SECTION 4 SCOPE OF WORK
**(Issued 07-01-08)**

**Add to Section 4-1.01:**

Nothing in the specifications voids the Contractor's public safety responsibilities.

**Add:**

### 4-1.015 PROJECT DESCRIPTION

Construct the work described in the special provisions and on project plans and by the bid items. The special provisions, project plans, and bid item descriptions set forth the specifications that apply.

**Add:**

### 4-1.035 VALUE ENGINEERING

#### 4-1.035A General

Reserved

#### 4-1.035B Value Engineering Change Proposal

You may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project's essential functions or characteristics, such as:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of contract specifications and drawing details that would be changed.

3. Detailed cost estimate for performing the work under the existing contract and under the proposed change. Determine the estimates under Section 9-1.03, "Force Account Payment."
4. Deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.

The Department is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to drawings or specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.

Until the Department approves a change order incorporating the VECP or parts of it, continue to perform the work under the contract. If the Department does not approve a change order before the deadline stated in the VECP or other date you subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require you to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a change order that:

1. Incorporates changes in the contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay you 50 percent of the estimated net savings

In determining the estimated net construction-cost savings, the Department excludes your VECP preparation cost and the Department's VECP investigation cost, including parts paid by you.

If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only to the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

**4-1.035C Value Analysis Workshop**

Section 4-1.035C, "Value Analysis Workshop," applies to a non-building-work contract with a total bid of over $5 million.

You may request a value analysis workshop by submitting a request after contract approval.

The Department offers a value analysis workshop to:

1. Identify value enhancing opportunities
2. Consider changes to the contract that will reduce the total cost of construction, construction activity duration, or traffic congestion without impairing the essential functions specified for a VECP in Section 4-1.035B, "Value Engineering Change Proposal."

If the request is authorized, you and the Engineer:

1. Schedule a value analysis workshop
2. Select a facilitator and workshop site
3. Agree to other workshop administrative details

The workshop must be conducted under the methods described in the Department's Value Analysis Team Guide available at:

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

The facilitator must be a certified value specialist as recognized by the Society of American Value Engineers.

The Department reimburses you for 1/2 of the workshop cost. The workshop cost is the sum of the workshop-facilitator cost and the workshop-site cost. The Department determines the workshop cost based on the facilitator and workshop-site invoice prices minus any available or offered discounts. The Department does not pay you for any other associated costs.

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## SECTION 5 CONTROL OF WORK
**(Issued 12-19-08)**

**Add:**

### 5-1.005 GENERAL

Failure to comply with any specification part is a waiver of your right to an adjustment of time and payment related to that part.

After contract approval, submit documents and direct questions to the Engineer. Orders, approvals, authorizations, and requests to the Contractor are by the Engineer.

The Engineer furnishes the following in writing:

1. Approvals
2. Authorizations
3. Notifications
4. Orders

The Contractor must furnish the following in writing:

1. Assignments
2. Notifications
3. Proposals
4. Requests, sequentially numbered
5. Subcontracts
6. Test results

The Department rejects a form if it has any error or any omission.

Convert foreign language documents to English.

Use contract administration forms available at the Department's Web site.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**Add to 5-1.01:**

Failure to enforce a contract provision does not waive enforcement of any contract provision.

**Add:**

### 5-1.012 PARTNERING

#### 5-1.012A General

The Department strives to work cooperatively with all contractors; partnering is our way of doing business. The Department encourages project partnering among the project team, made up of significant contributors from the Department and the Contractor, and their invited stakeholders.

For a project with a total bid greater than $1 million, professionally facilitated project partnering is encouraged.

For a project with a total bid greater than $10 million, professionally facilitated project partnering is required.

In implementing project partnering, you and the Engineer manage the contract by:

1. Using early and regular communication with involved parties
2. Establishing and maintaining a relationship of shared trust, equity, and commitment

3. Identifying, quantifying, and supporting attainment of mutual goals
4. Developing strategies for using risk management concepts
5. Implementing timely communication and decision making
6. Resolving potential problems at the lowest possible level to avoid negative impacts
7. Holding periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the life of the project
8. Establishing periodic joint evaluations of the partnering process and attainment of mutual goals

Partnering does not void any contract part.

The Department's "Field Guide to Partnering on Caltrans Construction Projects" current at the time of bid is available to the project team as reference. This guide provides structure, context, and clarity to the partnering process requirements. This guide is available at the Department's Partnering Program website:

http://www.dot.ca.gov/hq/construc/partnering.html

In implementing project partnering, the project team must:

1. Create a partnering charter that includes:

    1.1. Mutual goals, including core project goals and may also include project-specific goals and mutually supported individual goals.
    1.2. Partnering maintenance and close-out plan.
    1.3. Dispute resolution plan that includes a dispute resolution ladder and may also include use of facilitated dispute resolution sessions.
    1.4. Team commitment statement and signatures.

2. Participate in monthly partnering evaluation surveys to measure progress on mutual goals and may also measure short-term key issues as they arise.
3. Evaluate the partnering facilitator on Forms CEM-5501 and CEM-5502. The Engineer provides the evaluation forms to the project team and collects the results. The Department makes evaluation results available upon request. Facilitator evaluations must be completed:

    3.1. At the end of the initial partnering workshop on Form CEM-5501.
    3.2. At the end of the project close-out partnering workshop on Form CEM-5502.

4. Conduct a project close-out partnering workshop.
5. Document lessons learned before contract acceptance.

**5-1.012B Partnering Facilitator, Workshops, and Monthly Evaluation Surveys**

The Engineer sends you a written invitation to enter into a partnering relationship after contract approval. Respond within 15 days to accept the invitation and request the initial and additional partnering workshops. After the Engineer receives the request, you and the Engineer cooperatively:

1. Select a partnering facilitator that offers the service of a monthly partnering evaluation survey with a 5-point rating and agrees to follow the Department's "Partnering Facilitator Standards and Expectations" available at the Department's Partnering Program website
2. Schedule initial partnering workshop
3. Determine initial workshop site and duration
4. Agree to other workshop administrative details

Additional partnering workshops and sessions are encouraged throughout the life of the project as determined necessary by you and the Engineer, recommended quarterly.

**5-1.012C Training in Partnering Skills Development**

For a project with a total bid of $25 million or greater, training in partnering skills development is required.
For a project with a total bid between $10 million and $25 million, training in partnering skills is optional.

You and the Engineer cooperatively schedule the training session and select a professional trainer, training site, and 1 to 4 topics from the following list to be covered in the training:

1. Active Listening
2. Building Teams
3. Change Management
4. Communication
5. Conflict Resolution
6. Cultural Diversity
7. Dealing with Difficult People
8. Decision Making
9. Effective Escalation Ladders
10. Emotional Intelligence
11. Empathy
12. Ethics
13. Facilitation Skills
14. Leadership
15. Partnering Process and Concepts
16. Project Management
17. Project Organization
18. Problem Solving
19. Running Effective Meetings
20. Time Management
21. Win-Win Negotiation

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Department's "Field Guide to Partnering on Caltrans Construction Projects."

Send at least 2 representatives to the training session. One of these must be your assigned representative as specified in Section 5-1.06, "Superintendence," of the Standard Specifications.

**5-1.012D Payment**

The Department pays you for:

1. 1/2 of partnering workshops and sessions based on facilitator and workshop site cost
2. 1/2 of monthly partnering evaluation survey service cost
3. Partnering skills development trainer and training site cost

The Department determines the costs based on invoice prices minus any available or offered discounts. The Department does not pay markups on these costs.

The Department does not pay for wages, travel expenses, or other costs associated with the partnering workshops and sessions, monthly partnering evaluation surveys, and training in partnering skills development.

**Add:**

**5-1.015 RECORDS**

**5-1.015A General**

Reserved

**5-1.015B Record Retention**

Retain project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to suppliers and subcontractors
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

**5-1.015C Record Inspection, Copying, and Auditing**

Make your records available for inspection, copying, and auditing by State representatives for the same time frame specified under Section 5-1.015B, "Record Retention." The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier when the audit is to start.

**5-1.015D Cost Accounting Records**

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Contract item work
2. Work character changes
3. Force account work
4. Extra work
5. Work performed under protests and claim notifications
6. Overhead
7. Subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and corresponding vendor's invoice copies
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:

    6.1. Size
    6.2. Type
    6.3. Identification number
    6.4. Hours operated

**5-1.015E Extra Work Bills**

Maintain separate records for force account costs.

Submit extra work bills using the Department's Internet extra work billing system.

The Contractor submitting and the Engineer approving an extra work bill using the Internet force account work billing system is the same as each party signing the report.

The Department provides billing system:

1. Training within 30 days of your written request
2. Accounts and user identification to your assigned representatives after a representative has received training

Each representative must maintain a unique password.

**Replace Section 5-1.04 with:**

## 5-1.04 CONTRACT COMPONENTS

A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:

    1.1. Special provisions
    1.2. Project plans
    1.3. Revised Standard Plans
    1.4. Standard Plans
    1.5. Amendments to the Standard Specifications
    1.6. Standard Specifications
    1.7. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, request correction or clarification.

**Add:**

## 5-1.055 SUBCONTRACTING

### 5-1.055A General

No subcontract releases you from the contract or relieves you of your responsibility for a subcontractor's work.

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

### 5-1.055B Disadvantaged Business Enterprises

Section 5-1.055B, "Disadvantaged Business Enterprises," applies to a Federal-aid contract.

Use each subcontractor as listed on the Subcontractor List form unless you receive authorization for a substitution.

The Department requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

For a DBE that leases trucks from a non-DBE, count only the fee or commission the DBE receives as a result of the lease arrangement.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Submit the notifications. On contract work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 90 days of contract acceptance.

Upon contract work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 90 days of contract acceptance. The Department withholds $10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form.

**5-1.055C Disabled Veteran Business Enterprises**

Section 5-1.055C, "Disabled Veteran Business Enterprises," applies to a non-Federal-aid contract.

If a DVBE goal is shown in the Notice to Bidders:

1. Use each DVBE as shown on the Certified DVBE Summary form unless you receive authorization for a substitution
2. The requirement that DVBEs be certified by the bid opening date does not apply to DVBE substitutions after contract award
3. Maintain records of subcontracts made with certified DVBEs. Include in the records:

    3.1. Name and business address of each business
    3.2. Total amount paid to each business

4. For the purpose of determining compliance with Pub Cont Code § 10115 et seq.:

    4.1. Provide the Department relevant information requested
    4.2. Upon reasonable notice and during normal business hours, permit access to its premises for the purpose of:

        4.2.1. Interviewing employees
        4.2.2. Inspecting and copying books, records, accounts and other material that may be relevant to a matter under investigation

If no DVBE goal is shown in the Notice to Bidders and if you obtain DVBE participation, submit the participating DVBE names and value of work or supplies supplied by each DVBE transaction upon contract completion.

**5-1.055D Non–Small Businesses**

Section 5-1.055D, "Non–Small Businesses," applies to a non-Federal-aid contract.

Use each subcontractor as shown on the Certified Small Business Listing for the Non–Small Business Preference form unless you receive authorization for a substitution.

The requirement that small businesses be certified by the bid opening date does not apply to small business substitutions after contract award.

Maintain records of subcontracts made with certified small business subcontractors and records of materials purchased from certified small business suppliers. Include in the records:

1. Name and business address of each business
2. Total amount paid to each business

For the purpose of determining compliance with 2 CA Code of Regs § 1896 et seq.:

1. Provide the Department relevant information requested.
2. Upon reasonable notice and during normal business hours, permit access to its premises for the purpose of:

    2.1. Interviewing employees
    2.2. Inspecting and copying books, records, accounts and other material that may be relevant to a matter under investigation

**Replace Section 5-1.07 with:**

## 5-1.07 LINES AND GRADES

The Engineer places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

Submit your request for Department-furnished stakes:

1. On a Request for Construction Stakes form. Ensure:

    1.1. Requested staking area is ready for stakes
    1.2. You use the stakes in a reasonable time

2. A reasonable time before starting an activity using the stakes

Establish priorities for stakes and note priorities on the request.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

**Replace Section 5-1.116 with:**

## 5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)

### 5-1.116A Contractor's Notification

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:

    1.1. Contract documents
    1.2. Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

### 5-1.116B Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

### 5-1.116C Protests

You may protest the Engineer's decision by:

1. Submitting an Initial Notice of Potential Claim within 5 business days after receipt of the Engineer's notification
2. Complying with claim procedures

The Initial Notice of Potential Claim must detail the differences in your position from the Engineer's determination and support your position with additional information, including additional geotechnical data. Attach to the Initial Notice of Potential Claim a certification stating that you complied with Section 2-1.11, "Job Site and Document Examination."

Promptly submit supplementary information when obtained.

**Replace Section 5-1.14 with:**

## 5-1.14 COST REDUCTION INCENTIVE

Comply with Section 4-1.035B, "Value Engineering Change Proposal."

**Add:**

## 5-1.15 DISPUTE RESOLUTION

### 5-1.15A General

Section 5-1.15, "Dispute Resolution," applies to a contract with 100 or more working days.

In the Dispute Resolution Advisor Agreement and in the Dispute Review Board Agreement, interpret a reference to the special provisions as a reference to the Amendments to the Standard Specifications. In the Dispute Review Board Agreement, replace "Proposal and Contract" with "Bid book." Where the section title does not match the section number for a reference, refer to the referenced title.

### 5-1.15B Dispute Resolution Advisor

Section 5-1.15B, "Dispute Resolution Advisor," applies to a contract from $3 million to $10 million.

A dispute resolution advisor, hereinafter referred to as "DRA", is chosen by the Department and the Contractor to assist in the resolution of disputes. The DRA is a part of the contract administrative claims process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRA shall not serve as a substitute for filing a protest or a notice of potential claim.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval.

The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of $1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Review Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate 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 DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, 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 Department and the Contractor will be compensated at an agreed rate of $150 per hour. The agreed amount of $150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

A copy of the "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and the DRA is as follows:

Form CEM 6206 Rev (04-06-07)

**DISPUTE RESOLUTION ADVISOR AGREEMENT**

_____
(Contract Identification)

Contract No. _____

**THIS DISPUTE RESOLUTION ADVISOR 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 Resolution Advisor, hereinafter called the "DRA." .

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 DRA to assist in resolving disputes; and

WHEREAS, the DRA is composed of one person, chosen by the CONTRACTOR and the STATE;

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 DRA hereto agree as follows:

**SECTION I DESCRIPTION OF WORK**

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

**SECTION II DRA QUALIFICATIONS**

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Review Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

## SECTION III SCOPE OF WORK

The Scope of Work of the DRA includes, but is not limited to, the following:

### A. PROCEDURES

The DRA shall meet with the parties at the start of the project to establish procedures 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. The DRA established procedures shall only be implemented upon approval by the parties. Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental notice of potential claim, and the Engineer's response to the supplemental notice of potential claim.

The parties shall not call the DRA who served on this contract as a witness in arbitration proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

### B. DISPUTE MEETING

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Resident Engineer or Area Construction Engineer and the CONTRACTOR's or subcontractor's, if the dispute involves a subcontractor, Superintendent or Project Manager may present information at a dispute meeting. 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. The exception to this is technical services, as described below:

> The DRA, with approval of the parties, 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 two parties as specified in an approved contract change order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. 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 DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted 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 at the meeting until all aspects of the dispute are thoroughly covered.

#### 1. TRADITIONAL DISPUTE MEETING:

The following procedure shall be used for the traditional dispute meeting:

a. Within 5 days, after receiving the STATE's written response to the CONTRACTOR's supplemental notice of potential claim, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete

segments, so that it will be clear to both parties and the DRA 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.

b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA 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 DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.

c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.

d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.

e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA 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 DRA'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 DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.

f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.

g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

## 2. INFORMAL DISPUTE MEETING

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.

b. After the dispute meeting has concluded; the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.

c. The DRA then verbally delivers its recommendation with findings to the parties.

d. After the recommendation is presented, the parties may ask for clarifications.

e. Occasionally the DRA on complex issues may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.

f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.

g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relive the parties of their responsibilities under Section 5-1.12, "Dispute Resolution Advisor," of the Special Provisions or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

**SECTION IV TIME FOR BEGINNING AND COMPLETION**

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

**SECTION V PAYMENT**

DRA shall be compensated at an agreed rate of $1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of $150 per hour. The agreed amount of $150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

**A. PAYMENT PROCESSING**

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

DRA 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 DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

**B. INSPECTION OF COSTS RECORDS**

DRA 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 VI ASSIGNMENT OF TASKS OF WORK**

DRA shall not assign the work of this AGREEMENT.

**SECTION VII TERMINATION OF A DRA MEMBER**

DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

**SECTION VIII LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRA in the performance of duties 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 DRA 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 DRA.

**SECTION IX CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA 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 this AGREEMENT. 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 DRA. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

**SECTION X DISPUTES**

Disputes between the parties arising out of the work or other terms of this AGREEMENT that 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. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in the appropriate forum.

**SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including the DRA, 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 XII FEDERAL REVIEW AND REQUIREMENTS**

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

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

**SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE**

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

DRA

By: _____

Title: _____

| CONTRACTOR | CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |

**5-1.15C Dispute Review Board**

Section 5-1.15C, "Dispute Review Board," applies to a contract over $10 million.

**5-1.15C(1) 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.

**5-1.15C(2) 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 breach 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 3 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.

**5-1.15C(3) 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.

**5-1.15C(4) 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 2 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.

**5-1.15C(5) 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.

**5-1.15C(6) 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.

**5-1.15C(7) 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: _____

**Add:**

**5-1.16–5-17 (BLANK)**

**Add:**

**5-1.18 PROPERTY AND FACILITY PRESERVATION**

**5-1.18A General**

Preserve property and facilities, including:

1. Adjacent property
2. Department's instrumentation
3. ESAs
4. Lands administered by other agencies
5. Railroads and railroad equipment
6. Roadside vegetation not to be removed
7. Utilities
8. Waterways

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

Install sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Dispose of temporary facilities when they are no longer needed.

If you damage plants not to be removed:

1. Dispose of them outside the right of way unless the Engineer allows you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species.

Replace trees with 24-inch-box trees.

Replace shrubs with No. 15 container shrubs.

Replace ground cover plants with plants from flats. Replace Carpobrutus ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment period is specified, replace plants before the start of the plant establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting and saturate the backfill soil around and below the roots or ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The Department may make a temporary repair to restore service to a damaged facility.

If working on or adjacent to railroad property, do not interfere with railroad operations.

For an excavation on or affecting railroad property, submit work plans showing the system to be used to protect railroad facilities. Allow 65 days for the Engineer's review of the plans. Do not perform work based on the plans until the Engineer notifies you they are accepted.

### 5-1.18B Nonhighway Facilities (Including Utilities)

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.The Department may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 3 business days before you contact the regional notification center under Govt Code § 4216 et seq. Failure to contact the notification center prohibits excavation.

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters, or junction boxes.

Notify the Engineer if the infrastructure described in the Contract cannot be found. If after giving the notice, you find the infrastructure in a substantially different location than described, finding the infrastructure is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Underground infrastructure described in the Contract may be in different locations than described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, immediately notify the Engineer and the infrastructure owner. The Engineer orders the locating and protecting of the infrastructure. The locating and protecting is paid for as extra work as specified in Section 4-1.03D, "Extra Work." If ordered, repair infrastructure damage. If the damage is not due to your negligence, the repair is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

If necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. The Department does not adjust time or payment for rearrangement different from the Contract
5. Pay the infrastructure owner any additional cost

Immediately notify the Engineer of a delay due to the presence of main line underground infrastructure not described in the Contract or in a substantially different location or due to rearrangement different from the Contract. The Department pays for one of these delays in the same manner as specified for a right of way delay in Section 8-1.09, "Right of Way Delays."

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## SECTION 6 CONTROL OF MATERIALS
**(Issued 07-01-08)**

**Replace Section 6-1.05 with:**

### 6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

**Add:**

### 6-1.075 GUARANTEE

Guarantee the work remains free from substantial defects for 1 year after contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

**Add:**

**6-1.085 BUY AMERICA (23 CFR 635.410)**

For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

**Add:**

**6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))**

Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

**In Section 6-2.01 delete the 4th paragraph.**

**In Section 6-2.01 replace the 7th paragraph with:**

Upon the Contractor's written request, the Department tests materials from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge the Contractor for the tests; otherwise, the Department deducts the test cost.

**In Section 6-2.01 delete the 8th paragraph.**

**In Section 6-2.02 delete the 3rd paragraph.**

**In Section 6-2.02 in the 7th paragraph, replace the 2nd sentence with:**

The Department deducts the charges for the removed material.

**In Section 6-3.01 delete the 4th paragraph.**

**In Section 6-3.01 in the 6th paragraph, delete the 1st sentence.**

**In Section 6-3.01 add:**

As used in Section 6-3.01, "Testing," tests are tests to assure the quality and to determine the acceptability of the work. The Department deducts costs of testing work found to be noncompliant.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY
**(Issued 02-06-09)**

**Replace Section 7-1.01 with:**

### 7-1.01 LAWS TO BE OBSERVED

Comply with laws, regulations, orders, decrees, and PLACs applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, decree, or PLAC by you or your employees. Immediately report to the Engineer in writing a discrepancy or inconsistency between the contract and a law, regulation, order, decree, or PLAC.

**In Section 7-1.01A replace the 1st clause with:**

Work on the job site must comply with Labor Code §§ 1727 and 1770-1815 and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials.

**In Section 7-1.01A(2) in the 1st paragraph, replace item 3 with:**

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.

**In Section 7-1.01A(2), replace the 2nd paragraph with:**

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement must notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not withhold sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor must withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor must pay any money withheld from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor must pay all moneys withheld from the subcontractor to the Department. The Department withholds these moneys pending the final decision of an enforcement action.

**In Section 7-1.01A(2) replace 7th paragraph with:**

Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

**In Section 7-1.01A(3) replace the 2nd paragraph with:**

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

**In Section 7-1.01A(3) replace the 4th paragraph with:**

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than $10,000 or less than $1,000.

**In Section 7-1.01A(3) delete the 5th paragraph.**

**Replace Section 7-1.01A(6) with:**

**7-1.01A(6) (Blank)**

**Add:**

**7-1.01A(8) Lead Compliance Plan**

Section 7-1.01A(8) applies if a bid item for a lead compliance plan is included in the Contract.

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit the plan at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

**In Section 7-1.02 in the 2nd paragraph, replace the 4th sentence with:**

Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

**In Section 7-1.02 between the 4th and 5th paragraphs, add:**

Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete ($f'_c$) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading

2. Value of $f'_c$ shown on the plans for that portion of the structure or 2.5 times the value of $f_c$ (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no $f'_c$ is shown

**In Section 7-1.06 in the 1st paragraph, add:**

The Contractor's Injury and Illness Prevention Program shall be submitted to the Engineer. The program shall address the use of personal and company issued electronic devices during work. The use of entertainment and personal communication devices in the work zone shall not be allowed. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

**In Section 7-1.09 in the 8th paragraph, replace the 1st sentence with:**

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the California MUTCD except where a discrepancy exists between the California MUTCD and the specifications; for discrepancies, comply with the specifications.

**In Section 7-1.09 replace the 16th paragraph with:**

When vertical clearance is temporarily reduced to 15.5 feet or less, low clearance warning signs shall be placed in accordance with Part 2 of the California MUTCD and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

**Add to Section 7-1.09:**

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 12 feet 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 one foot deep.
   3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot 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 4:1 (horizontal:vertical).
   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 12 feet 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 shall be offset a minimum of 15 feet 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 one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot 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 be secured in place before starting work for which the temporary railing is required.

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) (Miles Per Hour) | Work Areas |
|---|---|
| Over 45 | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 | Within 3 feet 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 10 feet 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.

**Replace Section 7-1.11 with:**

## 7-1.11 PRESERVATION OF PROPERTY

Comply with Section 5-1.18, "Property and Facility Preservation."

**Replace Section 7-1.12 with:**

## 7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.05, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

### 7-1.12A Indemnification

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

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

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

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

defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

### 7-1.12B Insurance

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

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

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

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

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

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

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

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

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

Contract execution constitutes certification submittal.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

1. $1,000,000 for each accident for bodily injury by accident
2. $1,000,000 policy limit for bodily injury by disease
3. $1,000,000 for each employee for bodily injury by disease

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

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

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

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

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

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

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

| Total Bid | For Each Occurrence[1] | Aggregate for Products/Completed Operation | General Aggregate[2] | Umbrella or Excess Liability[3] |
|---|---|---|---|---|
| ≤$1,000,000 | $1,000,000 | $2,000,000 | $2,000,000 | $5,000,000 |
| >$1,000,000 ≤$5,000,000 | $1,000,000 | $2,000,000 | $2,000,000 | $10,000,000 |
| >$5,000,000 ≤$25,000,000 | $2,000,000 | $2,000,000 | $4,000,000 | $15,000,000 |
| >$25,000,000 | $2,000,000 | $2,000,000 | $4,000,000 | $25,000,000 |

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

The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

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

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

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

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

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

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

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

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

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

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

The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for

any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

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

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

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

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

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

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

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

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

**In Section 7-1.13 delete the 5th and 6th paragraphs.**

**Add:**

## 7-1.50 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

**7-1.50A General**

Section 7-1.50, "Federal Laws for Federal-Aid Contracts," includes specifications required in a Federal-aid construction contract and applies to a Federal-aid contract.

Form FHWA-1273 is included in the contract in Section 7-1.50B, "FHWA-1273." Some contract terms on the form are different than those used in other contract parts as shown in the following table:

**FHWA-1273 Terms and Department Equivalencies**

| FHWA-1273 Term | Equivalent Term Used in Other Contract Parts |
|---|---|
| SHA | Department |
| SHA contracting officer | Engineer |
| SHA resident engineer | Engineer |

**7-1.50B FHWA-1273**

FHWA-1273 Electronic version -- March 10, 1994
with revised Section VI

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

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects

X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

## 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 specifications, 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, timeclocks, 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

(As of May 22, 2007, Form FHWA-47 is no longer required.)

## 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 of 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.

* * * * *

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

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

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

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

   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*** * * * ***

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

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

*** * * * ***

## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

**7-1.50C Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in Section 7-1.50C, "Female and Minority Goals," female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

| | Economic Area | Goal (Percent) |
|---|---|---|
| 174 | Redding CA:<br>Non-SMSA Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema | 6.8 |
| 175 | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:<br>7120 Salinas-Seaside-Monterey, CA<br>CA Monterey<br>7360 San Francisco-Oakland<br>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo<br>7400 San Jose, CA<br>CA Santa Clara, CA<br>7485 Santa Cruz, CA<br>CA Santa Cruz<br>7500 Santa Rosa<br>CA Sonoma<br>8720 Vallejo-Fairfield-Napa, CA<br>CA Napa; CA Solano<br>Non-SMSA Counties:<br>CA Lake; CA Mendocino; CA San Benito | <br><br>28.9<br><br>25.6<br><br><br>19.6<br><br>14.9<br><br>9.1<br><br>17.1<br><br>23.2 |
| 177 | Sacramento, CA:<br>SMSA Counties:<br>6920 Sacramento, CA<br>CA Placer; CA Sacramento; CA Yolo<br>Non-SMSA Counties<br>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | <br><br>16.1<br><br>14.3 |
| 178 | Stockton-Modesto, CA:<br>SMSA Counties:<br>5170 Modesto, CA<br>CA Stanislaus<br>8120 Stockton, CA<br>CA San Joaquin<br>Non-SMSA Counties<br>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne | <br><br>12.3<br><br>24.3<br><br>19.8 |
| 179 | Fresno-Bakersfield, CA<br>SMSA Counties:<br>0680 Bakersfield, CA<br>CA Kern<br>2840 Fresno, CA<br>CA Fresno<br>Non-SMSA Counties:<br>CA Kings; CA Madera; CA Tulare | <br><br>19.1<br><br>26.1<br><br>23.6 |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA | <br><br>11.9<br><br>28.3<br><br>21.5<br><br>19.0 |

| | | |
|---|---|---|
| | CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | <br>19.7<br><br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial | <br><br>16.9<br><br>18.2 |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**7-1.50D Training**

Section 7-1.50D, "Training," applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the Department:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of Section 7-1.50D, "Training," is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:

    1.1. Meet the your equal employment opportunity responsibilities
    1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

    2.1. Contribute to the cost of the training
    2.2. Provide the instruction to the apprentice or trainee
    2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply with Section 7-1.50D, "Training"

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under Section 7-1.50D, "Training."

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## SECTION 8 PROSECUTION AND PROGRESS
**(Issued 07-01-08)**

**Replace Section 8-1.01 with:**

**8-1.01 (Blank)**

**In Section 8-1.02 replace the 2nd paragraph with:**

If the Contractor assigns the right to receive contract payments, the Department accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the contract. The Department may use withheld payments for work completion whether payments are assigned or not.

**Add to Section 8-1.08:**

For a Federal-aid contract, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

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## SECTION 9 MEASUREMENT AND PAYMENT
**(Issued 02-06-09)**

**In Section 9-1.02 in the 1st paragraph, replace last sentence with:**

Neither the payment of any estimate nor of any retained percentage or withhold relieves the Contractor of any obligation to make good any defective work or material.

**Add to Section 9-1.02:**

The Department pays 10 percent per year interest for unpaid and undisputed:

1. Progress payments
2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1st working day following the 20th day of the month payment is due.

The Department pays 6 percent per year interest for accepted claims. Interest starts to accrue 61 days after the Department accepts a Final Claim Statement.

The Department pays 6 percent per year interest for awards in arbitration (Civ Code § 3289).

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

**In Section 9-1.03A replace the 2nd paragraph with:**

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of 35 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the cost of equipment rental.

**In Section 9-1.03A replace the 4th paragraph with:**

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, "Force Account Payment," as reimbursement for additional administrative costs.

**Replace Section 9-1.03B with:**

The Contractor, and all subcontractors obtained before or after contract execution, shall itemize the labor, material, and equipment rental costs, and shall not be deemed specialists unless the selected Contractor or available subcontractors on site are not capable of performing the specialty work and it is not the special service industry's established practice to provide cost itemization. In addition, the Engineer may approve work required to be performed at an off-site manufacturing plant or machine shop to be paid as a non-itemized specialist billing. To obtain approval as a specialist, the Contractor shall submit on behalf of the subcontractor a request to the Engineer prior to the start of the proposed specialist work.

If approval is granted, the Engineer will accept the non-itemized invoices for specialty work performed, provided the invoices are at current market rates. Markup percentages of Section 9-1.03A, "Work Performed by Contractor," will not apply. A markup of 10 percent will be added to the total cost of the extra work. The 10 percent markup shall reimburse the Contractor for additional administrative costs, and no other payment will be made by reason of performance of the extra work by a specialist.

If approval is not granted prior to the start of the proposed specialty work, the Contractor or subcontractor shall itemize labor, material, and equipment rental costs and apply percentage markups as required by Section 9-1.03A, "Work Performed by Contractor."

**In Section 9-1.03C delete the 6th paragraph.**

**In Section 9-1.04 in the 14th paragraph, replace the 2nd sentence with:**

Administrative disputes are disputes of administrative deductions or withholds, 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."

**Replace Section 9-1.05 with:**

**9-1.05 STOP NOTICE WITHHOLDS**

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

**Add:**

**9-1.053 PERFORMANCE FAILURE WITHHOLDS**

During each estimate period you fail to comply with a contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

The Department returns performance-failure withholds in the progress payment following the correction of noncompliance.

**Add:**

**9-1.055 PENALTY WITHHOLDS**

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.

If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the Department will not withhold the penalty amount.

If the penalty is resolved for less than the amount withheld, the Department pays interest at a rate of 6 percent per year on the excess withhold. If the penalty is not resolved, the withhold becomes a deduction.

Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

**Add:**

**9-1.057 PROGRESS WITHHOLDS**

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

**In Section 9-1.06 in the 4th paragraph, replace the 1st sentence with:**

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be deducted or withheld under the provisions of the contract.

**In Section 9-1.065 replace the title and the 1st and 2nd paragraphs with:**

**9-1.065 RELEASE OF RETAINED FUNDS**

The Department releases retained funds if you:

1. Request release of the retention (Pub Cont Code § 10263) in writing
2. Deposit securities equivalent to the funds you want released into escrow with the State Treasurer or with a bank acceptable to the Department
3. Are the beneficial owner of and receive interest on the deposited securities substituted for the retained funds

**In Section 9-1.07A, replace the 2nd sentence with:**

The Department pays the balance due less previous payments, deductions, withholds, and retentions under the provisions of the contract and those further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment thereon.

**In Section 9-1.07B, replace the 1st paragraph with:**

After acceptance by the Director, the Engineer makes a proposed final estimate of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work, and other basis for payment, and shows each deduction made or to be made for prior payments and amounts to be deducted, withheld, or retained under the provisions of the contract. Prior estimates and payments are subject to correction in the proposed final estimate. The Contractor must 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 30th day after receiving the proposed final estimate. The Contractor's receipt of the proposed final estimate must be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims must be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

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## SECTION 10 DUST CONTROL
**(Issued 02-06-09)**

**Replace Section 10 with:**
**SECTION 10 (BLANK)**

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## SECTION 12 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES
**(Issued 11-07-08)**

**In Section 12-1.01 in the 2nd paragraph, replace the 1st sentence with:**

Attention is directed to Part 6 of the California MUTCD.

**Replace Section 12-2.01 with:**

**12-2.01 FLAGGERS**

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

All flaggers shall wear safety apparel meeting the requirements of ANSI/ISEA 107-2004 for Class 2 or 3 garment and complying with 71 Fed Reg 67792.

**In Section 12-3.01 replace the 1st paragraph with:**

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

**In Section 12-3.06 in the 1st paragraph, replace the 2nd sentence with:**

Construction area signs are shown in or referred to in Part 6 of the California MUTCD.

**In Section 12-3.06 in the 4th paragraph, replace the 1st sentence with:**

All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the California MUTCD and these specifications.

**In Section 12-3.06 in the 8th paragraph, replace the 1st sentence with:**

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the California MUTCD.

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## SECTION 14 (BLANK)
**(Issued 02-06-09)**

**Replace Section 14 with:**

## SECTION 14 ENVIRONMENTAL STEWARDSHIP

### 14-1 GENERAL

**14-1.01 GENERAL**

Environmental stewardship includes both environmental compliance and environmental resource management.

If an ESA is shown on the plans:

1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
   3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
   3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

### 14-2 CULTURAL RESOURCES

**14-2.01 GENERAL**

Reserved

**14-2.02 ARCHAEOLOGICAL RESOURCES**

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not take archaeological resources from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you 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."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

### 14-2.03 ARCHAEOLOGICAL MONITORING AREA

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) is required for an AMA by a Temporary Fence (Type ESA) SSP in the Contract special provisions, install temporary fence (Type ESA) to define the boundaries of the AMA, during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

### 14-2.04 HISTORIC STRUCTURES

Reserved

## 14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE

Reserved

## 14-4 NATIVE AMERICAN CONCERNS

Reserved

## 14-5 AESTHETICS

Reserved

## 14-6 BIOLOGICAL RESOURCES

### 14-6.01 GENERAL

Reserved

### 14-6.02 BIRD PROTECTION

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

## 14-7 PALEONTOLOGICAL RESOURCES

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not take paleontological resources from the job site. Do not resume work within the specified radius of the discovery until authorized.

## 14-8 NOISE AND VIBRATION

### 14-8.01 GENERAL

Reserved

### 14-8.02 NOISE CONTROL

Do not exceed 86 dBa at 50 feet from the job site activities from 9 p.m. to 6 a.m. Use an alternative warning method instead of a sound signal unless required by safety laws.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

## 14-9 AIR QUALITY

### 14-9.01 AIR POLLUTION CONTROL

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not burn material to be disposed of.

### 14-9.02 DUST CONTROL

Prevent and alleviate dust by applying water, dust palliative, or both under Section 14-9.01.

Apply water under Section 17, "Watering."

Apply dust palliative under Section 18,"Dust Palliative."

If ordered, apply water, dust palliative, or both to control dust caused by public traffic. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

## 14-10 SOLID WASTE DISPOSAL AND RECYCLING

### 14-10.01 SOLID WASTE DISPOSAL AND RECYCLING

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed form, the Department withholds $10,000.

## 14-11 HAZARDOUS WASTE AND CONTAMINATION

### 14-11.01 GENERAL

Reserved

**14-11.02 ASBESTOS AND HAZARDOUS SUBSTANCES**

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
2. Presence is not described in the Contract
3. Substance has not been made harmless

## 14-12 OTHER INTERAGENCY RELATIONS

Reserved

## 14-13 PAYMENT

Payment for work specified in Section 14 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown in the verified Bid Item List
2. Work is specified as paid for as extra work

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## SECTION 19 EARTHWORK
**(Issued 11-21-08)**

**Replace Section 19-1.02 with:**

**19-1.02 (BLANK)**

**Replace Section 19-1.03 with:**

**19-1.03 GRADE TOLERANCE**

Immediately prior to placing subsequent layers of material thereon, the grading plane shall conform to one of the following:

A. When hot mix asphalt is to be placed on the grading plane, the grading plane at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.
B. When subbase or base material to be placed on the grading plane is to be paid for by the ton, the grading plane at any point shall not vary more than 0.10 foot above or below the grade established by the Engineer.
C. When the material to be placed on the grading plane is to be paid for by the cubic yard, the grading plane at any point shall be not more than 0.05 foot above the grade established by the Engineer.

**In Section 19-3.025C replace the 1st paragraph with:**

Cementitious material used in soil cement bedding shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

**In Section 19-3.025C replace the 4th paragraph with:**

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Soil cement bedding shall contain not less than 282 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

**In Section 19-3.062 replace the 1st paragraph with:**

Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cementitious material, and water.

**In Section 19-3.062 replace the 5th paragraph with:**

Cementitious material shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

**In Section 19-3.062 replace the 8th paragraph with:**

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Slurry cement backfill shall contain not less than 188 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

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## SECTION 20 EROSION CONTROL AND HIGHWAY PLANTING
**(Issued 08-17-07)**

**Replace Section 20-2.03 with:**

### 20-2.03 SOIL AMENDMENT

Soil amendment shall comply with the requirements in the California Food and Agricultural Code.

Soil amendment producers shall comply with the following:

1. Be fully permitted to produce compost as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.
2. Be a participant in United States Composting Council's Seal of Testing Assurance program.

Soil amendment shall be composted and may be derived from any single, or mixture of any of the following feedstock materials:

1. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Soil amendment feedstock materials shall be composted to reduce weed seeds, pathogens and deleterious materials as specified under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3.

Soil amendment shall not be derived from mixed municipal solid waste and must be reasonably free of visible contaminates. Soil amendment must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Soil amendment must not possess objectionable odors.

Metal concentrations in soil amendment must not exceed the maximum metal concentrations listed in Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.

Soil amendment must comply with the following:

Physical/Chemical Requirements

| Property | Test Method | Requirement |
|---|---|---|
| pH | *TMECC 04.11-A, Elastometric pH 1:5 Slurry Method, pH Units | 6.0–8.0 |
| Soluble Salts | TMECC 04.10-A, Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm) | 0-10.0 |
| Moisture Content | TMECC 03.09-A, Total Solids & Moisture at 70+/- 5 deg C, % Wet Weight Basis | 30–60 |
| Organic Matter Content | TMECC 05.07-A, Loss-On-Ignition Organic Matter Method (LOI), % Dry Weight Basis | 30–65 |
| Maturity | TMECC 05.05-A, Germination and Vigor<br>Seed Emergence<br>Seedling Vigor<br>% Relative to Positive Control | <br>80 or Above<br>80 or Above |
| Stability | TMECC 05.08-B, Carbon Dioxide Evolution Rate mg $CO_2$-C/g OM per day | 8 or below |
| Particle Size | TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis | 95% Passing 5/8 inch<br>70% Passing 3/8 inch |
| Pathogen | TMECC 07.01-B, Fecal Coliform Bacteria < 1000 MPN/gram dry wt. | Pass |
| Pathogen | TMECC 07.01-B, Salmonella < 3 MPN/4 grams dry wt. | Pass |
| Physical Contaminants | TMECC 02.02-C, Man Made Inert Removal and Classification:<br>Plastic, Glass and Metal, % > 4mm fraction | Combined Total: < 1.0 |
| Physical Contaminants | TMECC 02.02-C, Man Made Inert Removal and Classification:<br>Sharps (Sewing needles, straight pins and hypodermic needles), % > 4mm fraction | None Detected |

*TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Prior to application, the Contractor shall provide the Engineer with a copy of the soil amendment producer's Compost Technical Data Sheet and a copy of the compost producers STA certification. The Compost Technical Data Sheet shall include laboratory analytical test results, directions for product use, and a list of product ingredients.

Prior to application, the Contractor shall provide the Engineer with a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

**In Section 20-2.10 delete the 8th, 9th, and 10th paragraphs.**

**In Section 20-3.04A delete the last paragraph.**

**Replace Section 20-4.055 with:**

**20-4.055 PRUNING**

Pruning of plants shall be consistent with American National Standards Institute (ANSI), "Tree, Shrub and Other Woody Plant Maintenance Standard Practices," ANSI 300 (Part 1)-2001 and "Best Management Practices Tree Pruning," 2002 (ISBN 1-881956318), published by the International Society of Arboriculture, P.O. Boc 3129, Champaign, IL 61826.

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## SECTION 25 AGGREGATE SUBBASES
**(Issued 02-16-07)**

**In Section 25-1.02A replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

**Replace Section 25-1.02B with:**

**25-1.02B Class 4 Aggregate Subbase**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

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## SECTION 26 AGGREGATE BASES
**(Issued 02-16-07)**

**In Section 26-1.02A replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

**In Section 26-1.02B replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

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## SECTION 27 CEMENT TREATED BASES
**(Issued 07-31-07)**

**In Section 27-1.02 replace the 1st paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 27-1.02 replace the 3rd paragraph with:**

Aggregate for use in Class A cement treated base shall be of such quality that when mixed with cement in an amount not to exceed 5 percent by weight of the dry aggregate and compacted at optimum moisture content, the compressive strength of a sample of the compacted mixture shall not be less than 750 pounds per square inch at 7 days, when tested by California Test 312.

**In Section 27-1.02 replace the 4th paragraph with:**

Aggregate for use in Class B cement treated base shall have a Resistance (R-value) of not less than 60 before mixing with cement and a Resistance (R-value) of not less than 80 after mixing with cement in an amount not to exceed 2.5 percent by weight of the dry aggregate.

**In Section 27-1.07 replace the 9th paragraph with:**

When surfacing material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as surfacing. This filling shall be done as a separate operation prior to placing the lowest layer of surfacing, and full compensation for this filling will be considered as included in the contract price paid for cement treated base and no additional compensation will be allowed therefor.

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## SECTION 28 LEAN CONCRETE BASE
**(Issued 07-31-07)**

**In Section 28-1.02 replace the 1st paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 28-1.02 replace the 6th paragraph with:**

Aggregate shall be of such quality that, when mixed with cement in an amount not to exceed 300 pounds per cubic yard, and tested in conformance with the requirements in California Test 548, the compressive strength of a sample will be not less than 700 pounds per square inch at 7 days.

**In Section 28-1.06 replace the 2nd paragraph with:**

In advance of curing operations, lean concrete base to be surfaced with hot mix asphalt shall be textured with a drag strip of burlap, a broom or a spring steel tine device which will produce scoring in the finished surface. The scoring shall be parallel with the centerline or transverse thereto. The operation shall be performed at a time and in a manner to produce the coarsest texture practical for the method used.

**In Section 28-1.08 replace the 2nd paragraph with:**

Hardened lean concrete base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with lean concrete base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement, and full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation that the pavement is placed. Full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.

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## SECTION 29 TREATED PERMEABLE BASES
**(Issued 07-31-07)**

**In Section 29-1.02B replace the 2nd paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 29-1.04A replace the 1st paragraph with:**

Aggregates and asphalt for asphalt treated permeable base shall be stored, proportioned and mixed in the same manner provided for storing, proportioning and mixing aggregates and asphalt for hot mix asphalt in Section 39-1.08, "Production," except as follows:

1. The aggregate need not be separated into sizes.
2. The temperature of the aggregate before adding the asphalt binder shall be not less than 275° F nor more than 325° F.
3. Asphalt treated permeable base stored in excess of 2 hours shall not be used in the work.
4. The aggregate shall be combined with 2.5 percent paving asphalt by weight of the dry aggregate. After testing samples of the Contractor's proposed aggregate supply, the Engineer may order an increase or decrease in the asphalt content. If an increase or decrease is ordered, and the increase or decrease exceeds the specified amount by more than 0.1 percent by weight of the dry aggregate, the compensation payable to the Contractor for the asphalt treated permeable base will be increased or decreased on the basis of the total increase or decrease in asphalt.
5. The asphalt content of the asphalt mixture will be determined, at the option of the Engineer, by extraction tests in conformance with the requirements in California Test 310 or 362, or will be determined in conformance with the requirements in California Test 379. The bitumen ratio pounds of asphalt per 100 pounds of dry aggregate shall not vary by more than 0.5 pound of asphalt above or 0.5 pound of asphalt below the amount designated by the Engineer.

Compliance with this requirement will be determined either by taking samples from trucks at the plant or from the mat behind the paver before rolling. If the sample is taken from the mat behind the paver, the bitumen ratio shall be not less than the amount designated by the Engineer, less 0.7 pound of asphalt per 100 pounds of dry aggregate.

**In Section 29-1.04B replace the 2nd paragraph with:**

Cement treated permeable base shall contain not less than 287 pounds of cement per cubic yard.

**In Section 29-1.05 replace the 1st paragraph with:**

Asphalt treated permeable base shall be spread and compacted as specified for hot mix asphalt under the "Method" construction process in Section 39, "Hot Mix Asphalt," and these specifications.

**In Section 29-1.07 replace the 2nd paragraph with:**

Hardened treated permeable base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with treated permeable base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation in which the pavement is placed.
3. Full compensation for filling low areas will be considered as included in the contract price paid per cubic yard for treated permeable base and no additional compensation will be allowed therefor.

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## SECTION 37 BITUMINOUS SEALS
**(Issued 08-17-07)**

**In Section 37-1.03 replace the 4th through 6th paragraphs with:**

On 2-lane two-way roadways, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to both sides of the traveled way where screenings are being spread on a traffic lane. The first W8-7 sign in each direction shall be placed where traffic first encounters loose screenings, regardless of which lane the screenings are being spread on. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way and at public roads or streets entering the seal coat area as directed by the Engineer.

On multilane roadways (freeways, expressways and multilane conventional highways) where screenings are being spread on a traffic lane, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to the outside edge of the traveled way nearest to the lane being worked on. The first W8-7 sign shall be placed where the screenings begin with respect to the direction of travel on that lane. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along the edge of traveled way and at on-ramps, public roads or streets entering the seal coat area as directed by the Engineer.

The W8-7 and W13-1 signs shall be maintained in place at each location until final brooming of the seal coat surface at that location is completed. The W8-7 and W13-1 signs shall conform to the provisions for construction area signs in Section 12, "Construction Area Traffic Control Devices." The signs may be set on temporary portable supports with the W13-1 below the W8-7 or on barricades with the W13-1 sign alternating with the W8-7 sign.

**In Section 37-1.07 replace the 2nd paragraph with:**

Rollers shall be oscillating type pneumatic-tired rollers. A minimum of 2 pneumatic-tired rollers conforming to the provisions in Section 39-3.03 "Spreading and Compacting Equipment," shall be furnished.

**In Section 37-1.09 replace the 2nd paragraph with:**

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying seal coat, complete in place, including furnishing, placing, maintaining, and removing W8-7 and W13-1 signs, when required, and temporary supports or barricades for the signs, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

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## SECTION 39 ASPHALT CONCRETE
**(Issued 02-06-09)**

**Replace Section 39 with:**

## SECTION 39 HOT MIX ASPHALT

### 39-1 GENERAL

#### 39-1.01 DESCRIPTION

Section 39 includes specifications for producing and placing hot mix asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

The special provisions specify one or more type of HMA, including:

1. Type A
2. Type B
3. Open graded friction course (OGFC). OGFC includes hot mix asphalt (open graded), rubberized hot mix asphalt (open graded) (RHMA-O) and rubberized hot mix asphalt (open graded high binder) (RHMA-O-HB)
4. Rubberized hot mix asphalt (gap graded) (RHMA-G)

The special provisions specify the HMA construction process, including:

1. Standard
2. Method
3. Quality Control / Quality Assurance (QC / QA)

#### 39-1.02 MATERIALS

##### 39-1.02A Geosynthetic Pavement Interlayer

Geosynthetic pavement interlayer must comply with the specifications for pavement reinforcing fabric in Section 88, "Engineering Fabrics."

##### 39-1.02B Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with the specifications for weighing, measuring, and metering devices under Section 9-1.01, "Measurement of Quantities," or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit in writing:

1. The weight ratio of water to bituminous material in the original asphaltic emulsion
2. The weight of asphaltic emulsion before diluting
3. The weight of added water
4. The final dilution weight ratio of water to asphaltic emulsion

### 39-1.02C Asphalt Binder

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

### 39-1.02D Asphalt Rubber Binder

#### General

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be 80.0 ± 2.0 percent by weight of the asphalt rubber binder.

#### Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

**Asphalt Modifier for Asphalt Rubber Binder**

| Quality Characteristic | ASTM | Specification |
|---|---|---|
| Viscosity, $m^2/s$ (x $10^{-6}$) at 100 °C | D 445 | X ± 3 [a] |
| Flash Point, CL.O.C., °C | D 92 | 207 minimum |
| Molecular Analysis | | |
| Asphaltenes, percent by mass | D 2007 | 0.1 maximum |
| Aromatics, percent by mass | D 2007 | 55 minimum |

Note:
[a] The symbol "X" is the proposed asphalt modifier viscosity. "X" must be between 19 and 36. A change in "X" requires a new asphalt rubber binder design.

Asphalt modifier must be from 2.0 percent to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder.

#### Crumb Rubber Modifier

CRM consists of a ground or granulated combination of scrap tire CRM and high natural CRM. CRM must be 75.0 ± 2.0 percent scrap tire CRM and 25.0 ± 2.0 percent high natural CRM by total weight of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

**Crumb Rubber Modifier for Asphalt Rubber Binder**

| Quality Characteristic | Test Method | Specification |
|---|---|---|
| Scrap tire CRM gradation (% passing No. 8 sieve) | LP-10 | 100 |
| High natural CRM gradation (% passing No. 10 sieve) | LP-10 | 100 |
| Wire in CRM (% max.) | LP-10 | 0.01 |
| Fabric in CRM (% max.) | LP-10 | 0.05 |
| CRM particle length (inch max.) [a] | -- | 3/16 |
| CRM specific gravity [a] | CT 208 | 1.1 – 1.2 |
| Natural rubber content in high natural CRM (%) [a] | ASTM D 297 | 40.0 – 48.0 |

Note:
[a] Test at mix design and for Certificate of Compliance.

Only use CRM ground and granulated at ambient temperature. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Only use cryogenically produced CRM particles that can be ground or granulated and not pass through the grinder or granulator.

CRM must be dry, free-flowing particles that do not stick together. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier. You may add calcium carbonate or talc up to 3 percent by weight of CRM.

**Asphalt Rubber Binder Design and Profile**

Submit in writing an asphalt rubber binder design and profile. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile is not a specification and only serves to indicate expected trends in asphalt rubber binder properties during binder production. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

**Asphalt Rubber Binder Reaction Design Profile**

| Test | Minutes of Reaction [a] | | | | | | | Limits |
|---|---|---|---|---|---|---|---|---|
| | 45 | 60 | 90 | 120 | 240 | 360 | 1440 | |
| Cone penetration @ 77 °F, 0.10-mm (ASTM D 217) | X [b] | | | | X | | X | 25 - 70 |
| Resilience @ 77 °F, percent rebound (ASTM D 5329) | X | | | | X | | X | 18 min. |
| Field softening point, °F (ASTM D 36) | X | | | | X | | X | 125 - 165 |
| Viscosity, centipoises (LP-11) | X | X | X | X | X | X | X | 1,500 - 4,000 |

Notes:
[a] Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).
[b] "X" denotes required testing

**Asphalt Rubber Binder**

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:

**Asphalt Rubber Binder**

| Quality Characteristic | Test for Quality Control or Acceptance | Test Method | Specification | |
|---|---|---|---|---|
| | | | Minimum | Maximum |
| Cone penetration @ 77 °F, 0.10-mm | Acceptance | ASTM D 217 | 25 | 70 |
| Resilience @ 77 °F, percent rebound | Acceptance | ASTM D 5329 | 18 | -- |
| Field softening point, °F | Acceptance | ASTM D 36 | 125 | 165 |
| Viscosity @ 375 °F, centipoises | Quality Control | LP-11 | 1,500 | 4,000 |

**39-1.02E Aggregate**

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:

   3.1. Hydrated lime
   3.2. Portland cement
   3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

**Aggregate Gradation**
**(Percentage Passing)**
**HMA Types A and B**

3/4–inch HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1" | 100 | — |
| 3/4" | 90 - 100 | TV ±5 |
| 1/2" | 70 - 90 | TV ±6 |
| No. 4 | 45 - 55 | TV ±7 |
| No. 8 | 32 - 40 | TV ±5 |
| No. 30 | 12 - 21 | TV ±4 |
| No. 200 | 2 - 7 | TV ±2 |

1/2–inch HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/4" | 100 | — |
| 1/2" | 95 - 99 | TV ±6 |
| 3/8" | 75 - 95 | TV ±6 |
| No. 4 | 55 - 66 | TV ±7 |
| No. 8 | 38 - 49 | TV ±5 |
| No. 30 | 15 - 27 | TV ±4 |
| No. 200 | 2 - 8 | TV ±2 |

3/8–inch HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1/2" | 100 | — |
| 3/8" | 95 - 100 | TV ±6 |
| No. 4 | 58 - 72 | TV ±7 |
| No. 8 | 34 - 48 | TV ±6 |
| No. 30 | 18 - 32 | TV ±5 |
| No. 200 | 2 - 9 | TV ±2 |

No. 4 HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/8" | 100 | — |
| No. 4 | 95 - 100 | TV ±7 |
| No. 8 | 72 - 77 | TV ±7 |
| No. 30 | 37 - 43 | TV ±7 |
| No. 200 | 2 - 12 | TV ±4 |

**Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)**

3/4–inch RHMA-G

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1" | 100 | — |
| 3/4" | 95 - 100 | TV ±5 |
| 1/2" | 83 - 87 | TV ±6 |
| 3/8" | 65 - 70 | TV ±6 |
| No. 4 | 28 - 42 | TV ±7 |
| No. 8 | 14 - 22 | TV ±5 |
| No. 200 | 0 - 6 | TV ±2 |

1/2–inch RHMA-G

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/4" | 100 | — |
| 1/2" | 90 - 100 | TV ±6 |
| 3/8" | 83 - 87 | TV ±6 |
| No. 4 | 28 - 42 | TV ±7 |
| No. 8 | 14 - 22 | TV ±5 |
| No. 200 | 0 - 6 | TV ±2 |

**Open Graded Friction Course (OGFC)**

1–inch OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1 1/2" | 100 | — |
| 1" | 99 - 100 | TV ±5 |
| 3/4" | 85 - 96 | TV ±5 |
| 1/2" | 55 - 71 | TV ±6 |
| No. 4 | 10 - 25 | TV ±7 |
| No. 8 | 6 - 16 | TV ±5 |
| No. 200 | 1 - 6 | TV ±2 |

1/2–inch OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/4" | 100 | — |
| 1/2" | 95 - 100 | TV ±6 |
| 3/8" | 78 - 89 | TV ±6 |
| No. 4 | 28 - 37 | TV ±7 |
| No. 8 | 7 - 18 | TV ±5 |
| No. 30 | 0 - 10 | TV ±4 |
| No. 200 | 0 - 3 | TV ±2 |

3/8–inch OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1/2" | 100 | — |
| 3/8" | 90 - 100 | TV ±6 |
| No. 4 | 29 - 36 | TV ±7 |
| No. 8 | 7 - 18 | TV ±6 |
| No. 30 | 0 - 10 | TV ±5 |
| No. 200 | 0 - 3 | TV ±2 |

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

**Aggregate Quality**

| Quality Characteristic | Test Method | HMA Type | | | |
|---|---|---|---|---|---|
| | | A | B | RHMA-G | OGFC |
| Percent of crushed particles | CT 205 | | | | |
| Coarse aggregate (% min.) | | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) | | | | | |
| One fractured face | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) | CT 211 | | | | |
| Loss at 100 Rev. | | 12 | -- | 12 | 12 |
| Loss at 500 Rev. | | 45 | 50 | 40 | 40 |
| Sand equivalent (min.) [a] | CT 217 | 47 | 42 | 47 | -- |
| Fine aggregate angularity (% min.) [b] | AASHTO T 304 Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (% max. by weight @ 5:1) | ASTM D 4791 | 10 | 10 | 10 | 10 |

Notes:
[a] Reported value must be the average of 3 tests from a single sample.
[b] The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

### 39-1.02F Reclaimed Asphalt Pavement

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

## 39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

### 39-1.03A General

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate for RAP aggregate of more than 5 percent
8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

### 39-1.03B Hot Mix Asphalt Mix Design

Perform a mix design that produces HMA in compliance with:

**Hot Mix Asphalt Mix Design Requirements**

| Quality Characteristic | Test Method | HMA Type | | |
|---|---|---|---|---|
| | | A | B | RHMA-G |
| Air voids content (%) | CT 367[a] | 4.0 | 4.0 | Special Provisions |
| Voids in mineral aggregate (% min.) | LP-2 | | | |
| No. 4 grading | | 17.0 | 17.0 | -- |
| 3/8" grading | | 15.0 | 15.0 | -- |
| 1/2" grading | | 14.0 | 14.0 | 18.0 – 23.0[b] |
| 3/4" grading | | 13.0 | 13.0 | 18.0 – 23.0[b] |
| Voids filled with asphalt (%) | LP-3 | | | |
| No. 4 grading | | 76.0 – 80.0 | 76.0 – 80.0 | Note d |
| 3/8" grading | | 73.0 – 76.0 | 73.0 – 76.0 | |
| 1/2" grading | | 65.0 – 75.0 | 65.0 – 75.0 | |
| 3/4" grading | | 65.0 – 75.0 | 65.0 – 75.0 | |
| Dust proportion | LP-4 | | | |
| No. 4 and 3/8" gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Note d |
| 1/2" and 3/4" gradings | | 0.6 – 1.3 | 0.6 – 1.3 | |
| Stabilometer value (min.) [c] | CT 366 | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 |

Notes:

[a] Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.
[b] Voids in mineral aggregate for RHMA-G must be within this range.
[c] Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 °± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[d] Report this value in the JMF submittal.

For stability and air voids content, prepare 3 briquettes at the OBC and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 8 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

### 39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. JMF renewal on Form CEM-3514, if applicable
5. Materials Safety Data Sheets (MSDS) for:

    5.1. Asphalt binder
    5.2. Base asphalt binder used in asphalt rubber binder
    5.3. CRM and asphalt modifier used in asphalt rubber binder
    5.4. Blended asphalt rubber binder mixture

5.5. Supplemental fine aggregate except fines from dust collectors
5.6. Antistrip additives

If the JMF must be verified or if the Engineer requests, submit samples of the following materials in labeled containers weighing no more than 50 pounds each (notify the Engineer at least 2 business days before sampling materials):

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

**39-1.03D Job Mix Formula Review**

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

**39-1.03E Job Mix Formula Verification**

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ±0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

Test samples from the HMA plant to be used to determine possible JMF adjustments.

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. The Engineer verifies each proposed JMF within 20 days of receiving verification samples. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV ± tolerance)
3. Asphalt binder content (JMF TV ± tolerance)
4. HMA quality specified in the table Hot Mix Asphalt Mix Design Requirements except:

   4.1. Air voids content (design value ± 2.0 percent)
   4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC)
   4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC)

If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ±0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

The Engineer reverifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts $3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

**39-1.03F Job Mix Formula Renewal**

You may request a JMF renewal by submitting the following:

1. Proposed JMF on Form CEM-3511
2. A previously verified JMF documented on Form CEM-3513 dated within 12 months
3. Mix design documentation on Form CEM-3512 used for the previously verified JMF
4. Samples of aggregates, asphalt binder, and additives
5. Samples of the following materials obtained in the presence of the Engineer and placed in labeled containers weighing no more than 50 pounds each:

    5.1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
    5.2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
    5.3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
    5.4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. Split samples into at least 2 parts. You must test 1 part and provide the Engineer a part. The Engineer retains samples until you provide test results for your part on Form CEM-3514.

The Engineer reviews each proposed JMF within 5 business days from the complete JMF submittal and test results. The review consists of reviewing the mix design procedures, test results from the split samples and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

The Engineer verifies the JMF under Section 39-1.03E, "Job Mix Formula Verification," except:

1. The Engineer verifies each proposed JMF within 30 days of receiving verification samples.
2. You may not adjust the JMF due to a failed verification.
3. For each HMA type and aggregate gradation specified, the Engineer verifies at the State's expense 1 proposed JMF.
4. If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3514.

### 39-1.03G Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

## 39-1.04 CONTRACTOR QUALITY CONTROL

### 39-1.04A General

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 days of a request except when QC / QA is specified.

You must identify the HMA sampling location in your Quality Control Plan. During production, take samples under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

### 39-1.04B Prepaving Conference

Meet with the Engineer at a prepaving conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

### 39-1.04C Asphalt Rubber Binder

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

### 39-1.04D Aggregate

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

### 39-1.04E Reclaimed Asphalt Pavement

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

### 39-1.04F Density Cores

To determine density for Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the Engineer designates. Take density cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a density core to the Engineer, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

### 39-1.04G Briquettes

Prepare 3 briquettes for each stability and air voids content determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

## 39-1.05 ENGINEER'S ACCEPTANCE

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method except samples may be taken from:

1. The plant from:

    1.1. A truck
    1.2. An automatic sampling device

2. The mat behind the paver

Sampling must be independent of Contractor quality control, statistically-based, and random.

If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes for each stability and air voids content determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

## 39-1.06 DISPUTE RESOLUTION

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory

2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

## 39-1.07 PRODUCTION START-UP EVALUATION

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples and report test results in writing within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

For Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores within the first 750 tons on the first day of HMA production. For each density core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the density core locations and include them in your production tests for percent of maximum theoretical density.

## 39-1.08 PRODUCTION

### 39-1.08A General

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

### 39-1.08B Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 275 °F and 375 °F when mixed with aggregate.

Asphalt rubber binder must be between 375 °F and 425 °F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 °F except aggregate for OGFC with unmodified asphalt binder must be not more than 275 °F. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 325 °F.

### 39-1.08C Asphalt Rubber Binder

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 375 °F and 440 °F.

Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 350 °F and the lower of 425 °F or 25 °F below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 375 °F, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder weight. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

## 39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

### 39-1.09A General

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

### 39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

### 39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:

    3.1. Curbs
    3.2. Gutters
    3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

| HMA over: | Minimum Residual Rates (gallons per square yard) | | |
|---|---|---|---|
| | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion | Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion |
| New HMA (between layers) | 0.02 | 0.03 | 0.02 |
| Existing AC and PCC pavement | 0.03 | 0.04 | 0.03 |
| Planed pavement | 0.05 | 0.06 | 0.04 |

**Tack Coat Application Rates for OGFC**

| OGFC over: | Minimum Residual Rates (gallons per square yard) | | |
|---|---|---|---|
| | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion | Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion |
| New HMA | 0.03 | 0.04 | 0.03 |
| Existing AC and PCC pavement | 0.05 | 0.06 | 0.04 |
| Planed pavement | 0.06 | 0.07 | 0.05 |

If you dilute asphaltic emulsion, mix until homogeneous before application.

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:

    2.1. No dust, dirt, or extraneous material is present
    2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

### 39-1.09D Geosynthetic Pavement Interlayer

Place geosynthetic pavement interlayer in compliance with the manufacturer's recommendations.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 gallon ± 0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

## 39-1.10 Spreading And Compacting Equipment

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

### 39-1.11 Transporting, Spreading, And Compacting

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must

produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified paved thickness is from 0.15 foot to 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:

    3.1. Asphalt concrete surfacing replacement areas
    3.2. Leveling courses
    3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

## 39-1.12 SMOOTHNESS

### 39-1.12A General

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

### 39-1.12B Straightedge

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### 39-1.12C Profilograph

Under California Test 526, determine the zero (null) blanking band Profile Index ($PI_0$) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the $PI_0$ must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the $PI_0$ must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a $PI_0$. You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than or equal to 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The following HMA pavement areas do not require a $PI_0$. You must measure these areas with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:

    2.1. Existing pavement not constructed under the same project
    2.2. A bridge deck or approach slab

3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:

    4.1. Ramps
    4.2. Connectors

5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

**39-1.12D Smoothness Correction**

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

### 39-1.13 MISCELLANEOUS AREAS AND DIKES

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

### 39-1.14 RUMBLE STRIP

Construct rumble strips by rolling or grinding indentations in the top layer of new HMA surfacing.

Select the method and equipment for constructing ground-in indentations.

Do not construct rumble strips on structures or approach slabs.

Construct rumble strips within 2 inches of the specified alignment. Roller or grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Rolled-in indentations must not vary from the specified dimensions by more than 10 percent.

Ground-in indentations must comply with the specified dimensions within 0.06 inch in depth or 10 percent in length and width.

The Engineer orders grinding or removal and replacement of noncompliant rumble strips to bring them within specified tolerances. Ground surface areas must be neat and uniform in appearance.

The grinding equipment must be equipped with a vacuum attachment to remove residue.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

On ground areas, apply fog seal coat under Section 37-1, "Seal Coats."

## 39-2 STANDARD

### 39-2.01 DESCRIPTION

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

### 39-2.02 CONTRACTOR QUALITY CONTROL

#### 39-2.02A Quality Control Plan

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.

The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

**39-2.02B Quality Control Testing**

Perform sampling and testing at the specified frequency for the following quality characteristics:

**Minimum Quality Control – Standard**

| Quality Characteristic | Test Method | Minimum Sampling and Testing Frequency | HMA Type | | | |
|---|---|---|---|---|---|---|
| | | | A | B | RHMA-G | OGFC |
| Aggregate gradation[a] | CT 202 | 1 per 750 tons and any remaining part | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] |
| Sand equivalent (min.) [c] | CT 217 | | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.50 | JMF +0.50 -0.70 |
| HMA moisture content (%, max.) | CT 226 or CT 370 | 1 per 2,500 tons but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | 1.0 |
| Percent of maximum theoretical density (%) [d, e] | Quality control plan | 2 per business day (min.) | 91 - 97 | 91 - 97 | 91 - 97 | -- |
| Stabilometer value (min.) [c, f]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | CT 366 | One per 4,000 tons or 2 per 5 business days, which-ever is more | <br>30<br>37 | <br>30<br>35 | <br>--<br>23 | <br>--<br>-- |
| Air voids content (%) [c, g] | CT 367 | | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants [h] | CT 226 or CT 370 | 2 per day during production | -- | -- | -- | -- |
| Percent of crushed particles coarse aggregate (%, min.)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (%, min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | CT 205 | As necessary and designat-ed in the QCP. At least once per project | <br>90<br>75<br><br><br>70 | <br>25<br>--<br><br><br>20 | <br>--<br>90<br><br><br>70 | <br>90<br>75<br><br><br>90 |
| Los Angeles Rattler (%, max.)<br>Loss at 100 rev.<br>Loss at 500 rev. | CT 211 | | <br>12<br>45 | <br>--<br>50 | <br>12<br>40 | <br>12<br>40 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Flat and elongated particles (%, max. by weight @ 5:1) | ASTM D 4791 | | Report only | Report only | Report only | Report only |
| Fine aggregate angularity (%, min.) | AASHTO T 304, Method A | | 45 | 45 | 45 | -- |
| Voids filled with asphalt (%) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-3 | | <br><br>76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | <br><br>76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | Report only | -- |
| Voids in mineral aggregate (% min.) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-2 | | <br><br>17.0<br>15.0<br>14.0<br>13.0 | <br><br>17.0<br>15.0<br>14.0<br>13.0 | <br><br>--<br>--<br>18.0 – 23.0 [j]<br>18.0 – 23.0 [j] | -- |
| Dust proportion [i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | LP-4 | | <br><br>0.9 – 2.0<br><br>0.6 – 1.3 | <br><br>0.9 – 2.0<br><br>0.6 – 1.3 | Report only | -- |
| Smoothness | Section 39-1.12 | -- | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge and must-grind |
| Asphalt rubber binder viscosity @ 350 °F, centipoises | Section 39-1.02D | Section 39-1.04C | -- | -- | 1,500 – 4,000 | 1,500 – 4,000 |
| Asphalt modifier | Section 39-1.02D | Section 39-1.04C | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Section 39-1.02D | Section 39-1.04C | -- | -- | Section 39-1.02D | Section 39-1.02D |

Notes:
[a] Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] Report the average of 3 tests from a single split sample.
[d] Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.
[e] Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.
[f] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[g] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[h] For adjusting the plant controller at the HMA plant.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

## 39-2.03 ENGINEER'S ACCEPTANCE

### 39-2.03A Testing

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Standard**

| Quality Characteristic | Test Method | HMA Type | | | |
|---|---|---|---|---|---|
| | | A | B | RHMA-G | OGFC |
| Aggregate gradation [a] | CT 202 | JMF ± Tolerance [c] | JMF ± Tolerance [c] | JMF ± Tolerance [c] | JMF ± Tolerance [c] |
| Sieve / 3/4" / 1/2" / 3/8" | | | | | |
| 1/2" / X [b] | | | | | |
| 3/8" / X | | | | | |
| No. 4 / X | | | | | |
| No. 8 / X / X / X | | | | | |
| No. 200 / X / X / X | | | | | |
| Sand equivalent (min.) [d] | CT 217 | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 | JMF<br>+0.50<br>-0.70 |
| HMA moisture content (%, max.) | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Percent of maximum theoretical density (%) [e, f] | CT 375 | 91 – 97 | 91 – 97 | 91 – 97 | -- |
| Stabilometer value (min.) [d, g] | CT 366 | | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 | -- |
| Air voids content (%) [d, h] | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Percent of crushed particles<br>Coarse aggregate (%, min.) | CT 205 | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (%, min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | | 70 | 20 | 70 | 90 |
| Percent of crushed particles<br>Coarse aggregate (%, min.) | CT 205 | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Los Angeles Rattler (%, max.) | CT 211 | | | | |
| Loss at 100 rev. | | 12 | -- | 12 | 12 |
| Loss at 500 rev. | | 45 | 50 | 40 | 40 |
| Fine aggregate angularity (%, min.) | AASHTO T 304, Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (%, max. by weight @ 5:1) | ASTM D 4791 | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) [i] | LP-3 | | | | |
| No. 4 grading | | 76.0 – 80.0 | 76.0 – 80.0 | Report only | -- |
| 3/8" grading | | 73.0 – 76.0 | 73.0 – 76.0 | | |
| 1/2" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| 3/4" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| Voids in mineral aggregate (% min.) [i] | LP-2 | | | | |
| No. 4 grading | | 17.0 | 17.0 | -- | -- |
| 3/8" grading | | 15.0 | 15.0 | -- | |
| 1/2" grading | | 14.0 | 14.0 | 18.0 – 23.0 [j] | |
| 3/4" grading | | 13.0 | 13.0 | 18.0 – 23.0 [j] | |
| Dust proportion [i] | LP-4 | | | | -- |
| No. 4 and 3/8" gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Report only | |

| | | | | | |
|---|---|---|---|---|---|
| 1/2" and 3/4" gradings | | 0.6 – 1.3 | 0.6 – 1.3 | | |
| Smoothness | Section 39-1.12 | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge and must-grind |
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92-1.02(C) and Section 39-1.02D | Section 92-1.02(C) and Section 39-1.02D |
| Asphalt modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] "X" denotes the sieves the Engineer considers for the specified aggregate gradation.
[c] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[d] The Engineer reports the average of 3 tests from a single split sample.
[e] The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

[f] The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.
[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[h] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

| HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density | Reduced Payment Factor | HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density | Reduced Payment Factor |
|---|---|---|---|
| 91.0 | 0.0000 | 97.0 | 0.0000 |
| 90.9 | 0.0125 | 97.1 | 0.0125 |
| 90.8 | 0.0250 | 97.2 | 0.0250 |
| 90.7 | 0.0375 | 97.3 | 0.0375 |
| 90.6 | 0.0500 | 97.4 | 0.0500 |
| 90.5 | 0.0625 | 97.5 | 0.0625 |
| 90.4 | 0.0750 | 97.6 | 0.0750 |
| 90.3 | 0.0875 | 97.7 | 0.0875 |
| 90.2 | 0.1000 | 97.8 | 0.1000 |
| 90.1 | 0.1125 | 97.9 | 0.1125 |
| 90.0 | 0.1250 | 98.0 | 0.1250 |
| 89.9 | 0.1375 | 98.1 | 0.1375 |
| 89.8 | 0.1500 | 98.2 | 0.1500 |
| 89.7 | 0.1625 | 98.3 | 0.1625 |
| 89.6 | 0.1750 | 98.4 | 0.1750 |
| 89.5 | 0.1875 | 98.5 | 0.1875 |
| 89.4 | 0.2000 | 98.6 | 0.2000 |
| 89.3 | 0.2125 | 98.7 | 0.2125 |
| 89.2 | 0.2250 | 98.8 | 0.2250 |
| 89.1 | 0.2375 | 98.9 | 0.2375 |
| 89.0 | 0.2500 | 99.0 | 0.2500 |
| < 89.0 | Remove and Replace | > 99.0 | Remove and Replace |

### 39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Determine the number of rollers needed to obtain the specified density and surface finish.

## 39-3 METHOD

### 39-3.01 DESCRIPTION

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

### 39-3.02 ENGINEER'S ACCEPTANCE

#### 39-3.02A Testing

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Method**

| Quality Characteristic | Test Method | HMA Type | | | |
|---|---|---|---|---|---|
| | | A | B | RHMA-G | OGFC |
| Aggregate gradation [a] | CT 202 | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] |
| Sand equivalent (min.) [c] | CT 217 | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 | JMF +0.50 -0.70 |
| HMA moisture content (%, max.) | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Stabilometer value (min.) [c, d] | CT 366 | | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 | -- |
| Percent of crushed particles | CT 205 | | | | |
| Coarse aggregate (% min.) | | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) | | | | | |
| One fractured face | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) | CT 211 | | | | |
| Loss at 100 rev. | | 12 | -- | 12 | 12 |
| Loss at 500 rev. | | 45 | 50 | 40 | 40 |
| Air voids content (%) [c, e] | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (% max. by weight @ 5:1) | ASTM D 4791 | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) [f] | LP-3 | | | Report only | |
| No. 4 grading | | 76.0 – 80.0 | 76.0 – 80.0 | | -- |
| 3/8" grading | | 73.0 – 76.0 | 73.0 – 76.0 | | |
| 1/2" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| 3/4" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| Voids in mineral aggregate (% min.) [f] | LP-2 | | | | |
| No. 4 grading | | 17.0 | 17.0 | -- | -- |
| 3/8" grading | | 15.0 | 15.0 | -- | |
| 1/2" grading | | 14.0 | 14.0 | 18.0 – 23.0 [g] | |
| 3/4" grading | | 13.0 | 13.0 | 18.0 – 23.0 [g] | |
| Dust proportion [f] | LP-4 | | | | |
| No. 4 and 3/8" gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Report only | -- |
| 1/2" and 3/4" gradings | | 0.6 – 1.3 | 0.6 – 1.3 | | |
| Smoothness | Section 39-1.12 | 12-foot straightedge and must-grind | 12-foot straightedge and must-grind | 12-foot straightedge and must-grind | 12-foot straightedge and must-grind |
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92- | Section 92- |

| | | | | | |
|---|---|---|---|---|---|
| | | | | 1.02(C) and Section 39-1.02D | 1.02(C) and Section 39-1.02D |
| Asphalt modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] The Engineer reports the average of 3 tests from a single split sample.
[d] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[e] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[f] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[g] Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 300 tons of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 126 pounds to 172 pounds per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:

**Minimum Atmospheric and Surface Temperatures**

| Compacted Layer Thickness, feet | Atmospheric,° F | | Surface,° F | |
|---|---|---|---|---|
| | Unmodified Asphalt Binder | Modified Asphalt Binder[a] | Unmodified Asphalt Binder | Modified Asphalt Binder [a] |
| < 0.15 | 55 | 50 | 60 | 55 |
| 0.15 – 0.25 | 45 | 45 | 50 | 50 |

Note:
[a] Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:

   1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
   1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
   1.3. Finish compaction before the surface temperature drops below 150 °F

2. Modified asphalt binder, complete:

   2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
   2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
   2.3. Finish compaction before the surface temperature drops below 140 °F

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete the first coverage of breakdown compaction before the surface temperature drops below 280 °F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.
4. Complete finish compaction before the surface temperature drops below 200 °F.
5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 200 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 180 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
2 Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
3. Complete compaction before the surface temperature drops below 250 °F.

4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

## 39-4 QUALITY CONTROL / QUALITY ASSURANCE

### 39-4.01 DESCRIPTION

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

### 39-4.02 GENERAL

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A sublot is 750 tons except HMA paved at day's end greater than 250 tons is a sublot. If HMA paved at day's end is less than 250 tons, you may either make this quantity a sublot or include it in the previous sublot's test results for statistical evaluation.

### 39-4.03 CONTRACTOR QUALITY CONTROL

#### 39-4.03A General

Use a composite quality factor, $QF_C$, and individual quality factors, $QF_{QCi}$, to control your process and evaluate your quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

Control HMA quality including:

1. Materials
2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection

2. Sampling
3. Testing

**39-4.03B Quality Control Plan**

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

**39-4.03C Quality Control Inspection, Sampling, And Testing**

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

The minimum random sampling and testing for quality control is:

**Minimum Quality Control – QC / QA**

| Quality Characteristic | Test Method | Min-imum Sampl-ing and Testing Frequen-cy | HMA Type | | | Location of Sampling | Max. Report-ing Time Allow-ance |
|---|---|---|---|---|---|---|---|
| | | | A | B | RHMA-G | | |
| Aggregate gradation [a] | CT 202 | 1 per 750 tons | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] | CT 125 | 24 hours |
| Asphalt binder content (%) | CT 379 or 382 | | JMF ±0.45 | JMF ±0.45 | JMF ±0.5 | Loose Mix Behind Paver See CT 125 | |
| Percent of maximum theoretical density (%) [c, d] | QC Plan | | 92 - 96 | 92 - 96 | 91 - 96 | QC Plan | |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants [e] | CT 226 or CT 370 | 2 per day during produc-tion | -- | -- | -- | Stock-piles or cold feed belts | -- |
| Sand equivalent (min.) [f] | CT 217 | 1 per 750 tons | 47 | 42 | 47 | CT 125 | 24 hours |
| HMA moisture content (%,max.) | CT 226 or CT 370 | 1 per 2,500 tons but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | Loose Mix Behind Paver See CT 125 | 24 hours |
| Stabilometer Value (min.) [f, g]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | CT 366 | 1 per 4,000 tons or 2 per 5 bus-iness days, which-ever is more | 30<br>37 | 30<br>35 | --<br>23 | | 48 hours |
| Air voids content (%)[f, h] | CT 367 | | 4 ± 2 | 4 ± 2 | Specifica-tion ± 2 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Percent of crushed particles coarse aggregate (% min.)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (% min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | CT 205 | As neces-sary and designat-ed in QCP. At least once per project. | 90<br>75<br>70 | 25<br>--<br>20 | --<br>90<br>70 | CT 125 | 48 hours |
| Los Angeles Rattler (% max.)<br>Loss at 100 rev.<br>Loss at 500 rev. | CT 211 | | 12<br>45 | --<br>50 | 12<br>40 | CT 125 | |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | | 45 | 45 | 45 | CT 125 | |
| Flat and elongated particle (% max. by weight @ 5:1) | ASTM D 4791 | | Report only | Report only | Report only | CT 125 | |
| Voids filled with asphalt (%) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-2 | | 76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | 76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | Report only | LP-2 | |
| Voids in mineral aggregate (% min.) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-3 | | 17.0<br>15.0<br>14.0<br>13.0 | 17.0<br>15.0<br>14.0<br>13.0 | --<br>--<br>18.0 – 23.0[j]<br>18.0 – 23.0[j] | LP-3 | |
| Dust proportion [i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | LP-4 | | 0.9 – 2.0<br>0.6 – 1.3 | 0.9 – 2.0<br>0.6 – 1.3 | Report only | LP-4 | |
| Smoothness | Section 39-1.12 | -- | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | -- | |
| Asphalt rubber binder viscosity @ 350 °F, centipoises | Section 39-1.02D | -- | -- | -- | 1,500 – 4,000 | Section 39-1.02D | 24 hours |
| Crumb rubber modifier | Section 39-1.02D | -- | -- | -- | Section 39-1.02D | Section 39-1.02D | 48 hours |

Notes:
[a] Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.

[d] Determine maximum theoretical density (California Test 309) at the frequency specified for test maximum density under California Test 375, Part 5 D.
[e] For adjusting the plant controller at the HMA plant.
[f] Report the average of 3 tests from a single split sample.
[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[h] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor, $Q_{FC}$, or an individual quality factor, $QF_{QCi}$ for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, $QF_{QCi}$ for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, $QF_{QCi}$, is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

**39-4.03D Charts And Records**

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt Production and Placement," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at

www.dot.ca.gov/hq/construc/hma/index.htm

**39-4.03E Records Of Inspection And Testing**

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.
2. HMA Inspection and Testing Summary. Include in the summary:

    2.1. Test forms with the testers' signatures and Quality Control Manager's initials.
    2.2. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
    2.3. A list and explanation of deviations from the specifications or regular practices.
    2.4. A signed statement by the Quality Control Manager that says:

    "It is hereby certified that the information contained in this record is accurate, and that information, tests, or calculations documented herein comply with the specifications of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as part of this record."

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

**39-4.03F Statistical Evaluation**

**General**

Determine a lot's composite quality factor, $QF_C$, and the individual quality factors, $QF_{QCi}$. Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density, $QF_{QC5}$, for HMA paved in:

1. Areas where the specified paved thickness is less than 0.15 foot
2. Areas where the specified paved thickness is less than 0.20 foot and a 3/4-inch grading is specified and used
3. Dig outs
4. Leveling courses
5. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

**Statistical Evaluation Calculations**

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications. The number of significant figures used in the calculations must comply with AASHTO R-11, Absolute Method.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ($\overline{X}$) of the test values

$$\overline{X} = \frac{\Sigma x}{n}$$

where:

x = individual test values
n = number of test values

2. Calculate the standard deviation

$$s = \sqrt{\frac{n\,(\Sigma x^2)-(\Sigma x)^2}{n(n-1)}}$$

where:

$\sum(x^2)$ = sum of the squares of individual test values
$(\sum x)^2$ = sum of the individual test values squared
n = number of test values

3. Calculate the upper quality index (Qu)

$$Q_u = \frac{USL - \overline{X}}{s}$$

where:

USL = target value plus the production tolerance or upper specification limit
s = standard deviation
$\overline{X}$ = arithmetic mean

4. Calculate the lower quality index (QL);

$$Q_L = \frac{\overline{X} - LSL}{s}$$

where:

LSL = target value minus production tolerance or lower specification limit
s = standard deviation
$\overline{X}$ = arithmetic mean

5. From the table, Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$, of this Section 39-4.03F, "Statistical Evaluation", determine $P_U$ ;

where:

$P_U$ = the estimated percentage of work outside the USL.
$P_U = 0$, when USL is not specified.

6. From the table, Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$, of this Section 39-4.03F, "Statistical Evaluation," 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 $= P_U + P_L$

$P_U$ and $P_L$ are determined from:

| $P_U$ or $P_L$ | **Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sample Size (n) | | | | | | | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10-11 | 12-14 | 15-17 | 18-22 | 23-29 | 30-42 | 43-66 | >66 |
| 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 |
| 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 |

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 $P_L$.

**Quality Factor Determination**

Determine individual quality factors, $QF_{QCi}$, using percent defective = $P_U + P_L$ and:

**Quality Factors**

| Quality Factor | Maximum Allowable Percent Defective ($P_U + P_L$) | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sample Size (n) | | | | | | | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10-11 | 12-14 | 15-17 | 18-22 | 23-29 | 30-42 | 43-66 | >66 |
| 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 quality factor when the estimated percent outside specification limits from table, "Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors, $QF_C$, for a lot using:

$$QF_C = \sum_{i=1}^{5} w_i \, QF_{QC_i}$$

where:

$QF_C$ = the composite quality factor for the lot rounded to 2 decimal places.
$QF_{QCi}$ = the quality factor for the individual quality characteristic.
w = the weighting factor listed in the table HMA Acceptance – QC / QA.

$i$ = the quality characteristic index number in the table HMA Acceptance – QC / QA.

## 39-4.04 ENGINEER'S QUALITY ASSURANCE

### 39-4.04A General

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

### 39-4.04B Verification Sampling And Testing

#### General

The Engineer samples:

1. Aggregate to verify gradation
2. HMA to verify asphalt binder content

#### Verification

For aggregate gradation and asphalt binder content, the ratio of verification testing frequency to the minimum quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. The Engineer uses production start-up evaluation tests to represent the first sublot. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st sublot becomes the 1st sublot (n = 1) in the next lot.

The t-value for a group of test data 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 quality control tests (2 minimum, 20 maximum).
$n_v$ = Number of verification tests (minimum of 1 required).
$\overline{X}_c$ = Mean of quality control tests.
$\overline{X}_v$ = Mean of verification tests.
$S_p$ = Pooled standard deviation (When $n_v = 1$, $S_p = S_c$).
$S_c$ = Standard deviation of quality control tests.
$S_v$ = Standard deviation of verification tests (when $n_v > 1$).

The comparison of quality control test results and the verification test results is at a level of significance of $\alpha = 0.025$. The Engineer computes t and compares it to the critical t-value, $t_{crit}$, from:

**Critical T-Value**

| Degrees of freedom ($n_c$+$n_v$-2) | $t_{crit}$ (for $\alpha$ = 0.025) | Degrees of freedom ($n_c$+$n_v$-2) | $t_{crit}$ (for $\alpha$ = 0.025) |
|---|---|---|---|
| 1 | 24.452 | 18 | 2.445 |
| 2 | 6.205 | 19 | 2.433 |
| 3 | 4.177 | 20 | 2.423 |
| 4 | 3.495 | 21 | 2.414 |
| 5 | 3.163 | 22 | 2.405 |
| 6 | 2.969 | 23 | 2.398 |
| 7 | 2.841 | 24 | 2.391 |
| 8 | 2.752 | 25 | 2.385 |
| 9 | 2.685 | 26 | 2.379 |
| 10 | 2.634 | 27 | 2.373 |
| 11 | 2.593 | 28 | 2.368 |
| 12 | 2.560 | 29 | 2.364 |
| 13 | 2.533 | 30 | 2.360 |
| 14 | 2.510 | 40 | 2.329 |
| 15 | 2.490 | 60 | 2.299 |
| 16 | 2.473 | 120 | 2.270 |
| 17 | 2.458 | $\infty$ | 2.241 |

If the t-value computed is less than or equal to $t_{crit}$, quality control test results are verified.

If the t-value computed is greater than $t_{crit}$ and both $\overline{X}_v$ and $\overline{X}_c$ comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1. $\left|\overline{X}_v - \overline{X}_c\right| \leq 1.0$ percent for any grading
2. $\left|\overline{X}_v - \overline{X}_c\right| \leq 0.1$ percent for asphalt binder content

If the t-value computed is greater than $t_{crit}$ and the $\left|\overline{X}_v - \overline{X}_c\right|$ for grading and asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

## 39-4.05 ENGINEER'S ACCEPTANCE

### 39-4.05A Testing

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance – QC / QA**

| Index (i) | Quality Characteristic | | | | Weight-ing Factor (w) | Test Method | HMA Type | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | A | B | RHMA-G |
| | | Aggregate gradation [a] | | | | | | | |
| | Sieve | 3/4" | 1/2" | 3/8" | | | | | |
| 1 | 1/2" | X [b] | -- | -- | 0.05 | CT 202 | JMF ± Tolerance [c] | | |
| 1 | 3/8" | -- | X | -- | 0.05 | | | | |
| 1 | No. 4 | -- | -- | X | 0.05 | | | | |
| 2 | No. 8 | X | X | X | 0.10 | | | | |
| 3 | No. 200 | X | X | X | 0.15 | | | | |
| 4 | Asphalt binder content (%) | | | | 0.30 | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 |
| 5 | Percent of maximum theoretical density (%) [d, e] | | | | 0.40 | CT 375 | 92 – 96 | 92 – 96 | 91 – 96 |
| | Sand equivalent (min.) [f] | | | | | CT 217 | 47 | 42 | 47 |
| | Stabilometer value (min.) [f,, g]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | | | | | CT 366 | <br>30<br>37 | <br>30<br>35 | <br>--<br>23 |
| | Air voids content (%) [f, h] | | | | | CT 367 | 4 ± 2 | 4 ± 2 | Specifica-tion ± 2 |
| | Percent of crushed particles coarse aggregate (% min.)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (% min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | | | | | CT 205 | <br>90<br>70<br><br><br>70 | <br>25<br>--<br><br><br>20 | <br>--<br>90<br><br><br>70 |
| | HMA moisture content (%, max.) | | | | | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 |
| | Los Angeles Rattler (% max.)<br>Loss at 100 rev.<br>Loss at 500 rev. | | | | | CT 211 | <br>12<br>45 | <br>--<br>50 | <br>12<br>45 |
| | Fine aggregate angularity (% min.) | | | | | AASHTO T 304, Method A | 45 | 45 | 45 |
| | Flat and elongated particle (% max. by weight @ 5:1) | | | | | ASTM D 4791 | Report only | Report only | Report only |
| | Voids in mineral aggregate (% min.) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | | | | | LP-2 | <br>17.0<br>15.0<br>14.0<br>13.0 | <br>17.0<br>15.0<br>14.0<br>13.0 | (Note j)<br>--<br>--<br>18.0 - 23.0<br>18.0 - 23.0 |
| | Voids filled with asphalt (%) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | | | | | LP-3 | <br>76.0 - 80.0<br>73.0 - 76.0<br>65.0 - 75.0<br>65.0 - 75.0 | <br>76.0 - 80.0<br>73.0 - 76.0<br>65.0 - 75.0<br>65.0 - 75.0 | Report only |
| | Dust proportion [i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | | | | | LP-4 | <br>0.9 - 2.0<br>0.6 - 1.3 | <br>0.9 – 2.0<br>0.6 – 1.3 | Report only |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Smoothness | | Section 39-1.12 | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ |
| | Asphalt binder | | Various | Section 92 | Section 92 | Section 92 |
| | Asphalt rubber binder | | Various | -- | -- | Section 92-1.02(C) and Section 39-1.02D |
| | Asphalt modifier | | Various | -- | -- | Section 39-1.02D |
| | Crumb rubber modifier | | Various | -- | -- | Section 39-1.02D |

Notes:

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

[b] "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

[c] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

[d] The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

[e] The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

[f] The Engineer reports the average of 3 tests from a single split sample.

[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

[h] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

[j] Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 density cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, $Q_{FC}$, or an individual quality factor, $QF_{QCi}$ for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, $QF_{QCi}$ for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, $QF_{QCi}$, is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor, $QF_{QCi}$, is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.

3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-4.05B Statistical Evaluation, Determination Of Quality Factors And Acceptance

#### Statistical Evaluation and Determination of Quality Factors

To determine the individual quality factor, $QF_{QCi,}$ for any quality factor i = 1 through 5 or a lot's composite quality factor, $QF_C$, for acceptance and payment adjustment, the Engineer uses the evaluation specifications under Section 39-4.03F, "Statistical Evaluation," and:

1. Verified quality control test results for aggregate gradation
2. Verified quality control test results for asphalt binder content
3. The Engineer's test results for percent of maximum theoretical density

#### Lot Acceptance Based on Quality Factors

The Engineer accepts a lot based on the quality factors determined for aggregate gradation and asphalt binder content, $QF_{QCi}$ for i = 1 through 4, using the total number of verified quality control test result values and the total percent defective ($P_U + P_L$).

The Engineer accepts a lot based on the quality factor determined for maximum theoretical density, $QF_{QC5}$, using the total number of test result values from density cores and the total percent defective ($P_U + P_L$).

The Engineer calculates the quality factor for the lot, $QF_C$, which is a composite of weighted individual quality factors, $QF_{QCi}$, determined for each quality characteristic in the HMA Acceptance – QC / QA table in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor, $QF_C$, is 0.90 or greater
2. Each individual quality factor, $QF_{QCi}$ for i = 3, 4, and 5, is 0.90 or greater
3. Each individual quality factor, $QF_{QCi}$ for i = 1 and 2, is 0.75 or greater

No single quality characteristic test may represent more than the smaller of 750 tons or 1 day's production.

#### Payment Adjustment

If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^{n} HMACP * wi * \left[QFQCi * (HMATT - WHMATTi) + WHMATTi\right] - (HMACP * HMATT)$$

where:

| | |
|---|---|
| PA = | Payment adjustment rounded to 2 decimal places. |
| *HMACP* = | HMA contract price. |
| *HMATT* = | HMA total tons represented in the lot. |
| $WHMATT_i$ = | Total tons of waived quality characteristic HMA. |
| $QF_{QCi}$ = | Running quality factor for the individual quality characteristic. $QF_{QCi}$ for i = 1 through 4 must be from verified Contractor's QC results. $QF_{QC5}$ must be determined from the Engineer's results on density cores taken for percent of maximum theoretical density determination. |
| *w* = | Weighting factor listed in the HMA acceptance table. |
| *i* = | Quality characteristic index number in the HMA acceptance table. |

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st sublot becomes the 1st sublot (n = 1) in the next lot. When the 21st sequential sublot becomes the 1st sublot, the previous 20 sequential sublots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 sublots, these sublots must be added to the previous lot for quality factor determination using 21 to 27 sublots.

### 39-4.05C Dispute Resolution

For a lot, if you or the Engineer dispute any quality factor, $QF_{QCi}$, or verification test result, every sublot in that lot must be retested.

Referee tests must be performed under the specifications for acceptance testing.

Any quality factor, $QF_{QCi}$, must be determined using the referee tests.

For any quality factor, $QF_{QCi}$, for i = 1 through 5, dispute resolution:

1. If the difference between the quality factors for $QF_{QCi}$ using the referee test result and the disputed test result is less than or equal to 0.01, the original test result is correct.
2. If the difference between the quality factor for $QF_{QCi}$ using the referee test result and the disputed test result is more than 0.01, the quality factor determined from the referee tests supersedes the previously determined quality factor.

## 39-5 MEASUREMENT AND PAYMENT

### 39-5.01 MEASUREMENT

The contract item for HMA is measured by weight. The weight of each HMA mixture designated in the Engineer's Estimate must be the combined mixture weight.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under Section 92, "Asphalts," or Section 94, "Asphaltic Emulsions," as the case may be.

If recorded batch weights are printed automatically, the contract item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

The contract item for placing HMA dike is measured by the linear foot along the completed length. The contract item for placing HMA in miscellaneous areas is measured as the in-place compacted area in square yards. In addition to the quantities measured on a linear foot or square yard basis, the HMA for dike and miscellaneous areas are measured by weight.

The contract item for geosynthetic pavement interlayer is measured by the square yard for the actual pavement area covered.

### 39-5.02 PAYMENT

The contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per ton for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA dike at the contract price per linear foot for place HMA dike and by the ton for HMA. The contract prices paid per linear foot for place hot mix asphalt dike as designated in the Engineer's Estimate include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA dike, complete in place, including excavation, backfill, and preparation of the area to receive the dike, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA specified to be a miscellaneous area at the contract price per square yard for place hot mix asphalt (miscellaneous area) and per ton for hot mix asphalt. The contract price paid per square yard for place hot mix asphalt (miscellaneous area) includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA (miscellaneous area) complete in place, including excavation, backfill, and preparation of the area to receive HMA (miscellaneous area), as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If the Quality Control / Quality Assurance construction process is specified, HMA placed in dikes and miscellaneous areas is paid for at the contract price per ton for hot mix asphalt under Section 39-4, "Quality Control / Quality Assurance." Section 39-4.05B, "Statistical Evaluation, Determination of Quality Factors and Acceptance," does not apply to HMA placed in dikes and miscellaneous areas.

If there are no contract items for place hot mix asphalt dike and place hot mix asphalt (miscellaneous area) and the work is specified, full compensation for constructing HMA dikes and HMA (miscellaneous areas) including excavation, backfill, and preparation of the area to receive HMA dike or HMA (miscellaneous area) is included in the contract price paid per ton for the hot mix asphalt designated in the Engineer's Estimate and no separate payment will be made therefor.

The contract price paid per square yard for geosynthetic pavement interlayer includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geosynthetic pavement interlayer, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per ton for paving asphalt (binder, geosynthetic pavement interlayer) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paving asphalt (binder, geosynthetic pavement interlayer), complete in place, including spreading sand to cover exposed binder material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for small quantities of HMA placed on geosynthetic pavement interlayer to prevent displacement during construction is included in the contract price paid per ton for the HMA being paved over the interlayer and no separate payment will be made therefor.

The contract price paid per ton for tack coat includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.

If the Engineer fails to comply with a specification within a specified time, and if, in the opinion of the Engineer, work completion is delayed because of the failure, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP's testing costs. If, in the Engineer's opinion, work completion is delayed because of incorrect Engineer test results, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

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## SECTION 40 PORTLAND CEMENT CONCRETE PAVEMENT

**(Issued 01-05-07)**

**Replace Section 40-1.015 with:**

**40-1.015 (Blank)**

**Replace Section 40-1.05 with:**

**40-1.05 PROPORTIONING**

Aggregate and cementitious material proportioning shall conform to the provisions in Section 90-5, "Proportioning."

**Replace Section 40-1.105 with:**

**40-1.105 EXIT RAMP TERMINI**

Concrete pavement shall be constructed at the ends of exit ramps when required by the plans or the special provisions. Texturing for exit ramp termini shall be by means of heavy brooming in a direction normal to ramp centerline. The hardened surface shall have a coefficient of friction not less than 0.35 as determined by California Test 342. Minimum cementitious material content of concrete in pavement for exit ramp termini shall be 590 pounds per cubic yard.

**In Section 40-1.14 replace the 1st paragraph with:**

The contract price paid per cubic yard for concrete pavement shall include full compensation for furnishing all labor, materials (including cementitious material in the amount specified), tools, equipment, and incidentals, and for doing all the work involved in constructing the portland cement concrete pavement, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

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## SECTION 41 PAVEMENT SUBSEALING AND JACKING

**(Issued 01-05-07)**

**In Section 41-1.02 replace the 2nd and 3rd paragraphs with:**

Cement for grout shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

Fly ash shall conform to the requirements in AASHTO Designation: M 295 for either Class C or for Class F. The brand of fly ash used in the work shall conform to the provisions for approval of admixture brands in Section 90-4.03, "Admixture Approval."

**In Section 41-1.02 replace the 5th paragraph with:**

Chemical admixtures and calcium chloride may be used. Chemical admixtures in the grout mix shall conform to the provisions in Section 90-4, "Admixtures." Calcium chloride shall conform to ASTM Designation: D 98.

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## SECTION 49 PILING

**(Issued 12-19-08)**

**In Section 49-1.03 replace the 4th paragraph with:**

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

**In Section 49-1.03 in the 6th paragraph, replace the 1st sentence with:**

Indicator compression pile load testing shall conform to the requirements in ASTM Designation: D 1143-81.

**In Section 49-1.03 in the 7th paragraph, replace the 1st sentence with:**

Indicator tension pile load testing shall conform to the requirements in ASTM Designation: D 3689-90.

**In Section 49-1.03 replace the 9th paragraph with:**

The Contractor shall furnish piling of sufficient length to obtain the specified tip elevation shown on the plans or specified in the special provisions.

**In Section 49-1.04 replace the 6th paragraph with:**

The Contractor may use additional cementitious material in the concrete for the load test and anchor piles.

**In Section 49-6.01 replace the 1st paragraph with:**

The length of timber, steel, and precast prestressed concrete piles, and of cast-in-place concrete piles consisting of driven shells filled with concrete, shall be measured along the longest side, from the tip elevation shown on the plans to the plane of pile cut-off.

**In Section 49-6.02 add:**

When pile tips are revised by the Engineer for timber, steel, and precast prestressed concrete piles, and for cast-in-place concrete piles consisting of driven shells filled with concrete, the additional length required, including all materials, equipment, and labor for furnishing, splicing, and installing the piling, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

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## SECTION 50 PRESTRESSING CONCRETE
**(Issued 04-04-08)**

**In Section 50-1.05 in the 3rd paragraph, delete item A.**

**In Section 50-1.07 replace the 2nd paragraph with:**

Ducts shall be fabricated with either welded or interlocked seams. Galvanizing of the welded seam will not be required. Ducts shall have sufficient strength to maintain their correct alignment during placing of concrete. Joints between sections of duct shall be positive metallic connections which do not result in angle changes at the joints. Waterproof tape shall be used at the connections. Ducts shall be bent without crimping or flattening. Transition couplings connecting the ducts to anchoring devices shall be either ferrous metal or polyolefin. Ferrous metal transition couplings need not be galvanized.

**In Section 50-1.07 replace the 7th paragraph with:**

All ducts with a total length of 400 feet or more shall be vented. Vents shall be placed at intervals of not more than 400 feet and shall be located within 6 feet of every high point in the duct profile. Vents shall be 1/2 inch minimum diameter standard pipe or suitable plastic pipe. Connections to ducts shall be made with metallic or plastic structural fasteners. Plastic components, if selected, shall not react with the concrete or enhance corrosion of the prestressing steel and shall be free of water soluble chlorides. The vents shall be mortar tight, taped as necessary, and shall provide means for injection of grout through the vents and for sealing the vents. Ends of vents shall be removed one inch below the roadway surface after grouting has been completed.

**In Section 50-1.08 in the 11th paragraph, replace item B with:**

B. When the concrete is designated by class or cementitious material content, either the concrete compressive strength shall have reached the strength shown on the plans at the time of stressing or at least 28 days shall have elapsed since the last concrete to be prestressed has been placed, whichever occurs first.

**In Section 50-1.09 replace the 2nd and 3rd paragraphs with:**

Grout shall consist of cement and water and may contain an admixture if approved by the Engineer.

Cement shall conform to the provisions in Section 90-2.01A, "Cement."

**In Section 50-1.11 replace the 1st paragraph with:**

No separate payment will be made for pretensioning precast concrete members. Payment for pretensioning precast concrete members shall be considered as included in the contract price paid for furnish precast members as provided for in Section 51, "Concrete Structures."

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## SECTION 51 CONCRETE STRUCTURES
**(Issued 05-02-08)**

**In Section 51-1.05 in the 11th paragraph, replace the 1st sentence with:**

Form panels for exposed surfaces shall be furnished and placed in uniform widths of not less than 3 feet and in uniform lengths of not less than 6 feet, except at the end of continuously formed surfaces where the final panel length required is less than 6 feet.

**In Section 51-1.06C in the 11th paragraph, replace the 1st sentence with:**

Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 14 feet or less shall not be released until the last placed concrete has attained a compressive strength of 1,600 psi, provided that curing of the concrete is not interrupted.

**In Section 51-1.11 replace the 6th paragraph with:**

Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations."

**In Section 51-1.12D replace the 4th paragraph with:**

Expanded polystyrene shall be a commercially available polystyrene board. Expanded polystyrene shall have a minimum flexural strength of 35 psi determined in conformance with the requirements in ASTM Designation: C 203 and a compressive yield strength of between 16 and 40 psi at 5 percent compression. Surfaces of expanded polystyrene against which concrete is placed shall be faced with hardboard. Hardboard shall be 1/8 inch minimum thickness, conforming to ANSI A135.4, any class. Other facing materials may be used provided they furnish equivalent protection. Boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.

**In Section 51-1.12F replace the 3rd paragraph with:**

Type A and AL joint seals shall consist of a groove in the concrete that is filled with field-mixed silicone sealant.

**In Section 51-1.12F in the 6th paragraph, replace the table with:**

| Movement Rating (MR) | Seal Type |
|---|---|
| MR ≤ 1 inch | Type A or Type B |
| 1 inch < MR ≤ 2 inches | Type B |
| 2 inches < MR ≤ 4 inches | Joint Seal Assembly (Strip Seal) |
| MR > 4 inches | Joint Seal Assembly (Modular Unit) or Seismic Joint |

**In Section 51-1.12F(3)(a) replace the 1st and 2nd paragraphs with:**

The sealant must consist of a 2-component silicone sealant that will withstand up to ±50 percent movement. Silicone sealants must be tested under California Test 435 and must comply with the following:

| Specification | Requirement |
|---|---|
| Modulus at 150 percent elongation | 8-75 psi |
| Recovery | 21/32 inch max. |
| Notch Test | Notched or loss of bond 1/4 inch, max. |
| Water Resistance | Notched or loss of bond 1/4 inch, max. |
| Ultraviolet Exposure<br>ASTM Designation: G 154, Table X2.1,Cycle 2. | No more than slight checking or cracking. |
| Cone Penetration | 4.5-12.0 mm |

**In Section 51-1.12F(3)(a) delete the 3rd and 8th paragraphs.**

**In Section 51-1.12F(3)(a) replace the 10th paragraph with:**

A Certificate of Compliance accompanied by a certified test report must be furnished for each batch of silicone sealant in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

**In Section 51-1.12F(3)(b) replace the 2nd paragraph with:**

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

1. The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.
2. The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.
4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 60-foot length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.
9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 3 inches with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

**In Section 51-1.12F(3)(b) replace the 7th paragraph with:**

The joint seal must be installed full length for each joint with equipment that does not twist or distort the seal, elongate the seal longitudinally, or otherwise cause damage to the seal or to the concrete forming the groove.

**In Section 51-1.12F(3)(b) in the 11th paragraph, replace the 1st sentence with:**

Samples of the prefabricated joint seals, not less than 3 feet in length, will be taken by the Engineer from each lot of material.

**In Section 51-1.12H(1) in the 6th paragraph, replace the 4th and 5th sentences with:**

Each ply of fabric shall have a breaking strength of not less than 800 pounds per inch of width in each thread direction when 3" x 36" samples are tested on split drum grips. The bond between double plies shall have a minimum peel strength of 20 pounds per inch.

**In Section 51-1.12H(1) in the 8th paragraph in the table, replace the hardness (Type A) requirements with:**

| | | |
|---|---|---|
| Hardness (Type A) | D 2240 with 2kg mass. | 55 ±5 |

**In Section 51-1.12H(2) in the 1st paragraph in item A, replace the 1st and 2nd sentences with:**

The bearings shall consist of alternating steel laminates and internal elastomer laminates with top and bottom elastomer covers. Steel laminates shall have a nominal thickness of 0.075 inch (14 gage).

**In Section 51-1.135 replace the 1st paragraph with:**

Mortar shall be composed of cementitious material, sand, and water proportioned and mixed as specified in this Section 51-1.135.

**In Section 51-1.135 replace the 3rd paragraph with:**

The proportion of cementitious material to sand, measured by volume, shall be 1 to 2 unless otherwise specified.

**In Section 51-1.17 in 4th paragraph, replace the 3rd sentence with:**

The surfaces shall have a profile trace showing no high points in excess of 0.25 inch, and the portions of the surfaces within the traveled way shall have a profile count of 5 or less in any 100 foot section.

**Add:**

**51-1.17A Deck Crack Treatment**

The Contractor shall use all means necessary to minimize the development of shrinkage cracks.

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 500 square foot portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 16 feet of cracks whose width at any location exceeds 0.02 inch, the deck shall be treated with methacrylate resin. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 5 feet beyond the furthest single continuous crack outside the 500 square foot portion, measured from where that crack exceeds 0.02 inch in width, as determined by the Engineer.

Deck crack treatment shall include furnishing, testing, and application of methacrylate resin and sand. If grinding is required, deck treatment shall take place before grinding.

**51-1.17A(1) Submittals**

Before starting deck treatment, the Contractor shall submit plans in conformance with Section 5-1.02, "Plans and Working Drawings," for the following:

1. Public safety plan for the use of methacrylate resin
2. Placement plan for the construction operation

The plans shall identify materials, equipment, and methods to be used.

The public safety plan for the use of methacrylate resin shall include details for the following:

1. Shipping
2. Storage
3. Handling
4. Disposal of residual methacrylate resin and the containers

The placement plan for construction shall include the following:

1. Schedule of deck treatment for each bridge. The schedule shall be consistent with "Maintaining Traffic" of the special provisions and shall include time for the Engineer to perform California Test 342.
2. Methods and materials to be used, including the following:

    2.1. Description of equipment for applying the resin
    2.2. Description of equipment for applying the sand
    2.3. Gel time range and final cure time for the resin

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of methacrylate resin, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

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."

**51-1.17A(2) Materials**

Before using methacrylate resin, a Material Safety Data Sheet shall be submitted for each shipment of resin.

Methacrylate resin shall be low odor and have a high molecular weight. Before adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

| PROPERTY | REQUIREMENT | TEST METHOD |
|---|---|---|
| * Viscosity | 25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F | ASTM D 2196 |
| * Specific Gravity | 0.90 minimum, at 77°F | ASTM D 1475 |
| * Flash Point | 180°F, minimum | ASTM D 3278 |
| * Vapor Pressure | 1.0 mm Hg, maximum, at 77°F | ASTM D 323 |
| Tack-free Time | 400 minutes, maximum at 25°C | Specimen prepared per California Test 551 |
| PCC Saturated Surface-Dry Bond Strength | 3.5 MPa, minimum at 24 hours and 21±1°C | California Test 551 |
| * Test shall be performed before adding initiator. | | |

**51-1.17A(3) Testing**

The Contractor shall allow 20 days for sampling and testing by the Engineer of the methacrylate resin before proposed use. If bulk resin is to be used, the Contractor shall notify the Engineer in writing at least 15 days before the delivery of the bulk resin to the job site. Bulk resin is any resin stored in containers in excess of 55 gallons.

Before starting production treatment, the Contractor shall treat a test area of approximately 500 square feet that is within the project limits and at a location approved by the Engineer. When available the test area shall be outside of the traveled way. Weather and pavement conditions during the test treatment shall be similar to those expected on the deck. Equipment used for testing shall be similar to those used for deck treating operations.

During test and production deck treatment, test tiles shall be used to evaluate the resin cure time. The Contractor shall coat at least one 4" x 4" commercial quality smooth glazed tile for each batch of methacrylate resin. The coated tile shall be placed adjacent to the corresponding treated area. Sand shall not be applied to the test tiles.

The acceptance criteria for a treated area is as follows:

1. The test tiles are dry to the touch.

2. The treated deck surface is tack free (non-oily).
3. The sand cover adheres and resists brushing by hand.
4. Excess sand has been removed by vacuuming or sweeping.
5. The coefficient of friction is at least 0.35 when tested in conformance with California Test 342.

Deck treatment on the test area shall demonstrate that the methods and materials meet the acceptance criteria and that the production work will be completed within the specified time for maintaining traffic.

If a test or production area fails to meet the acceptance criteria, as determined by the Engineer, the treatment will be rejected, and the treatment shall be removed and replaced until the area complies with the acceptance criteria.

**51-1.17A(4) Construction**

Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.

Before deck treatment with methacrylate resin, the bridge deck surface shall be cleaned by abrasive blasting, and all loose material shall be blown from visible cracks using high-pressure air. Concrete curing seals shall be cleaned from the deck surface to be treated, and the deck shall be dry when blast cleaning is performed. If the deck surface becomes contaminated at any time before placing the resin, the deck surface shall be cleaned by abrasive blasting.

Where abrasive blasting is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

A compatible promoter/initiator system shall be capable of providing the resin gel time range shown on the placement plan. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application.

Resin shall be applied by machine and by using a two-part resin system with a promoted resin for one part and an initiated resin for the other part. This two-part resin system shall be combined at equal volumes to the spray bars through separate positive displacement pumps. Combining of the 2 components shall be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bars shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus.

At the Contractor's option, manual application may be used. For manual application, (1) the quantity of resin mixed with promoter and initiator shall be limited to 5 gallons at a time, and (2) the resin shall be distributed by squeegees and brooms within 10 minutes after application.

The Contractor shall apply methacrylate resin only to the specified area. Barriers, railing, joints, and drainage facilities shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense.

The relative humidity shall be less than 90 percent at the time of treatment. The prepared area shall be dry and the surface temperature shall be at least 50 °F and not more than 100 °F when the resin is applied. The rate of application of promoted/initiated resin shall be approximately 90 square feet per gallon; the exact rate shall be determined by the Engineer.

The deck surfaces to be treated shall be completely covered with resin so the resin penetrates and fills all cracks. The resin shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application. For textured deck surfaces, including grooved surfaces, excess material shall be removed from the texture indentations.

After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. At least 95 percent of the sand shall pass the No. 8 sieve and at least 95 percent shall be retained on the No. 20 sieve. The sand shall be applied at a rate of approximately 2 pounds per square yard or until refusal as determined by the Engineer.

Traffic will not be allowed on treated areas until the acceptance criteria has been met as determined by the Engineer.

**In Section 51-1.18C replace the 2nd paragraph with:**

When Class 2 surface finish (gun finish) is specified, ordinary surface finish shall first be completed. The concrete surfaces shall then be abrasive blasted to a rough texture and thoroughly washed down with water. While the washed surfaces are damp, but not wet, a finish coating of machine applied mortar, approximately 1/4 inch thick, shall be applied in not less than 2 passes. The coating shall be pneumatically applied and shall consist of either (1) sand, cementitious material, and water mechanically mixed prior to its introduction to the nozzle, or (2) premixed sand and cementitious material to which water is added prior to its expulsion from the nozzle. The use of admixtures shall be subject to the approval of the Engineer as provided in Section 90, "Portland Cement Concrete." Unless otherwise specified, supplementary cementitious materials will not be required. The proportion of cementitious material to sand shall be not less than one to 4, unless otherwise directed by the Engineer. Sand shall be of a grading suitable for the purpose intended. The machines shall be operated and the

coating shall be applied in conformance with standard practice. The coating shall be firmly bonded to the concrete surfaces on which it is applied.

**In Section 51-1.18C replace the 5th paragraph with:**

When surfaces to be finished are in pedestrian undercrossings, the sand shall be silica sand and the cementitious material shall be standard white portland cement.

**In Section 51-1.23, add:**

Full compensation for deck crack treatment, including execution of the public safety plan, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge, and no additional compensation will be allowed therefor.

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## SECTION 52 REINFORCEMENT
**(Issued 12-07-07)**

**In Section 52-1.07 in the 11th paragraph, replace the table with:**

| Height Zone (H) (Feet above ground) | Wind Pressure Value (psf) |
|---|---|
| H ≤ 30 | 20 |
| 30 < H ≤ 50 | 25 |
| 50 < H ≤ 100 | 30 |
| H > 100 | 35 |

**In Section 52-1.08B(1) in the 2nd paragraph, replace the table with:**

| Reinforcing Bar Number | Total Slip |
|---|---|
| 4 | 0.010-inch |
| 5 | 0.010-inch |
| 6 | 0.010-inch |
| 7 | 0.014-inch |
| 8 | 0.014-inch |
| 9 | 0.014-inch |
| 10 | 0.018-inch |
| 11 | 0.018-inch |
| 14 | 0.024-inch |
| 18 | 0.030-inch |

**In Section 52-1.08B(2) in the 6th paragraph, replace the subparagraph with:**

The minimum preheat and interpass temperatures shall be 400º F for Grade 40 bars and 600º F for Grade 60 bars. Immediately after completing the welding, at least 6 inches 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 200º F.

**In Section 52-1.08(C) in the 3rd paragraph, replace item A with:**

A. Proper facilities, including a calibrated tensile testing machine capable of breaking the largest size of reinforcing bar to be tested.

**In Section 52-1.08(C) replace the 5th paragraph with:**

Prequalification and production sample splices and testing shall conform to California Test 670 and these specifications.

**In Section 52-1.08(C) delete the 6th paragraph.**

**In Section 52-1.08(C)(2)(a) replace the 5th paragraph with:**

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.

**In Section 52-1.08(C)(3) replace the 2nd paragraph with:**

A minimum of 1 control bar shall be removed from the same bar as, and adjacent to, all ultimate prequalification, production, and quality assurance sample splices. The lengths of control bars shall conform to the lengths specified for sample splices in California Test 670. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

**In Section 52-1.08(C)(3) in the 6th paragraph, replace the 2nd sentence with:**

In addition, necking of the bar, as defined in California Test 670, shall occur at rupture regardless of whether the bar breaks inside or outside the affected zone.

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## SECTION 53 SHOTCRETE
**(Issued 11-02-07)**

**In Section 53-1.01 replace the 3rd paragraph with:**

The dry-mix process shall consist of delivering dry mixed aggregate and cementitious material pneumatically or mechanically to the nozzle body and adding water and mixing the materials in the nozzle body. The wet-mix process shall consist of delivering mixed aggregate, cement, and water pneumatically to the nozzle and adding any admixture at the nozzle.

**In Section 53-1.02 replace the 1st through 4th paragraphs with:**

Cementitious material, fine aggregate, and mixing water shall conform to the provisions in Section 90, "Portland Cement Concrete."

Shotcrete to be mixed and applied by the dry-mix process shall consist of one part cementitious material to not more than 4.5 parts fine aggregate, thoroughly mixed in a dry state before being charged into the machine. Measurement may be either by volume or by weight. The fine aggregate shall contain not more than 6 percent moisture by weight.

Shotcrete to be mixed and applied by the wet-mix process shall consist of cementitious material, fine aggregate, and water and shall contain not less than 632 pounds of cementitious material per cubic yard. A maximum of 30 percent pea gravel may be substituted for fine aggregate. The maximum size of pea gravel shall be such that 100 percent passes the 1/2 inch screen and at least 90 percent passes the 3/8 inch screen.

Admixtures may be added to shotcrete and shall conform to the provisions in Section 90-4, "Admixtures."

**In Section 53-1.04 in the 3rd paragraph, replace item C with:**

C. Aggregate and cementitious material that have been mixed for more than 45 minutes shall not be used unless otherwise permitted by the Engineer.

**Replace Section 53-1.07 with:**

**53-1.07 MEASUREMENT**

Quantities of shotcrete will be measured by the cubic yard computed from measurements, along the slope, of actual areas placed and the theoretical thickness shown on the plans. The Department does not pay for shotcrete placed outside the dimensions shown on the plans or to fill low foundation.

**Replace Section 53-1.08 with:**

**53-1.08 PAYMENT**

The contract price paid per cubic yard for shotcrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing shotcrete, including preparing the foundation, wire reinforcement, structure backfill, joint filling material, and if required by the plans, drains with sacked pervious backfill material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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## SECTION 55 STEEL STRUCTURES
**(Issued 05-02-08**

**In Section 55-1.05 replace the 3rd paragraph with:**

Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations."

**In Section 55-2.01 in the 5th paragraph in the table, replace the CVN impact value for Grade HPS 50W with:**

| | |
|---|---|
| Grade HPS 50W* (4 inches and under in thickness) | 20 at 10 ºF |

**In Section 55-3.05 replace the 1st paragraph with:**

Surfaces of bearing and base plates and other metal surfaces that are to come in contact with each other or with ground concrete surfaces or with asbestos sheet packing shall be flat to within 1/32-inch tolerance in 12 inches and to within 1/16-inch tolerance overall. Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with preformed fabric pads, elastomeric bearing pads, or mortar shall be flat to within 1/8-inch tolerance in 12 inches and to within 3/16-inch tolerance overall.

**In Section 55-3.10 in the 1st paragraph, replace item B with:**

B. Internal threads shall conform to the requirements in ASTM Designation: A 563.

**In Section 55-3.19 replace the 3rd paragraph with:**

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

**In Section 55-3.19 replace the 5th paragraph with:**

Mortar to be placed below masonry plates or bearing plates of the bearing assemblies and in anchor bolt sleeves or canisters shall conform to the provisions in Section 51-1.135, "Mortar," except that the proportion of cementitious material to sand shall be 1:3.

**In Section 55-4.01 in the 1st paragraph, replace item D with:**

D. To determine the pay quantities of galvanized metal, the weight to be added to the calculated weight of the base metal for the galvanizing will be determined from the table of weights of zinc coatings specified in ASTM Designation: A 153/A 153M.

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## SECTION 56 SIGNS
**(Issued 03-16-07)**

**In Section 56-1.03 replace the 5th paragraph with:**

Clips, eyes, or removable brackets shall be affixed to all signs and all posts and shall be used to secure the sign during shipping and for lifting and moving during erection as necessary to prevent damage to the finished galvanized or painted surfaces. Brackets on tubular sign structures shall be removed after erection. Details of the devices shall be shown on the working drawings.

**In Section 56-1.10 replace the 4th paragraph with:**

The contract price paid per pound for install sign structure of the type or types designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing sign structures, complete in place, including installing anchor bolt assemblies, removable sign panel frames, and sign panels and performing any welding, painting or galvanizing required during installation, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

**In Section 56-2.03 replace the 4th paragraph with:**

Backfill material for metal posts shall consist of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 463 pounds of cementitious material per cubic yard.

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## SECTION 59 PAINTING
**(Issued 05-01-06)**

**In Section 59-2.12 replace the 3rd and 4th paragraphs with:**

Contact surfaces of stiffeners, railings, built up members or open seam exceeding 6 mils in width that would retain moisture, shall be caulked with polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O, or other approved material.

The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

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## SECTION 64 PLASTIC PIPE
**(Issued 07-31-07)**

**In Section 64-1.06 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

**In Section 64-1.06 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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## SECTION 65 REINFORCED CONCRETE PIPE
**(Issued 07-31-07)**

**In Section 65-1.02 replace the 1st paragraph with:**

Cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials" except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplemental cementitious material shall conform to AASHTO Designation: M 170.

**In Section 65-1.02A(1) in the 11th paragraph, replace item c with:**

c. Cementitious material and aggregate for non-reinforced concrete pipe shall conform to the provisions in Section 65-1.02, "Materials."

**In Section 65-1.035 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete in conformance with the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item.

**In Section 65-1.035 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

**In Section 65-1.06 in the 2nd paragraph, replace the 1st subparagraph with:**

Cement Mortar. - Mortar shall be composed of one part cementitious material and 2 parts sand by volume. Supplementary cementitious material will not be required.

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## SECTION 66 CORRUGATED METAL PIPE
**(Issued 07-31-07)**

**In Section 66-1.045 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor

concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

**In Section 66-1.045 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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## SECTION 68 SUBSURFACE DRAINS
**(Issued 07-31-07)**

**In Section 68-3.02D replace the 1st and 2nd paragraphs with:**

Concrete for splash pads shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

Mortar placed where edge drain outlets and vents connect to drainage pipe and existing drainage inlets shall conform to the provisions in Section 51-1.135, "Mortar."

**In Section 68-3.03 replace the 13th paragraph with:**

Cement treated permeable material, which is not covered with hot mix asphalt within 12 hours after compaction of the permeable material, shall be cured by either sprinkling the material with a fine spray of water every 4 hours during daylight hours or covering the material with a white polyethylene sheet, not less than 6 mils thick. The above curing requirements shall begin at 7:00 a.m. on the morning following compaction of the cement treated permeable material and continue for the next 72 hours or until the material is covered with hot mix asphalt, whichever is less. The cement treated permeable material shall not be sprayed with water during the first 12 hours after compacting, but may be covered with the polyethylene sheet during the first 12 hours or prior to the beginning of the cure period.

**In Section 68-3.03 replace the 17th and 18th paragraphs with:**

Hot mix asphalt for backfilling trenches in existing paved areas shall be produced from commercial quality aggregates and asphalt and mixed at a central mixing plant. The aggregate shall conform to the 3/4 inch grading, or the 1/2 inch grading for Type A and Type B hot mix asphalt specified in Section 39-1.02E, "Aggregate." The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate, as determined by the Engineer.

Hot mix asphalt backfill shall be spread and compacted in approximately 2 equal layers by methods that will produce a hot mix asphalt surfacing of uniform smoothness, texture and density. Each layer shall be compacted before the temperature of the mixture drops below 250 ºF. Prior to placing the hot mix asphalt backfill, a tack coat of asphaltic emulsion conforming to the provisions in Section 94, "Asphaltic Emulsions," shall be applied to the vertical edges of existing pavement at an approximate rate of 0.05 gallon per square yard.

**In Section 68-3.03 replace the 20th paragraph with:**

Type A pavement markers conforming to the details shown on the plans and the provisions in Section 85, "Pavement Markers," shall be placed on paved shoulders or dikes at outlet, vent and cleanout locations as directed by the Engineer. The waiting period for placing pavement markers on new hot mix asphalt surfacing will not apply.

**Replace Section 68-3.05 with:**

### 68-3.05 PAYMENT

The contract price paid per linear foot for plastic pipe (edge drain) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drains complete in place, including excavation (and removal of any concrete deposits that may occur along the lower edge of the concrete pavement in Type 1 installations) and hot mix asphalt backfill for Type 1 edge drain installation, tack coat, filter fabric, and treated permeable material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per linear foot for plastic pipe (edge drain outlet) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drain outlets, vents and cleanouts complete in place, including outlet and vent covers, expansion plugs, pavement markers, concrete splash pads, connecting outlets and vents to drainage facilities, and excavation and backfill [aggregate base, hot mix asphalt, tack coat, and native material] for outlets, vents, and cleanouts to be installed in embankments and existing shoulders, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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## SECTION 69 OVERSIDE DRAINS
**(Issued 07-31-07)**

**In Section 69-1.01 replace the 1st paragraph with:**

This work shall consist of furnishing and installing entrance tapers, pipe downdrains, tapered inlets, flume downdrains, anchor assemblies, reducers, slip joints and hot mix asphalt overside drains to collect and carry surface drainage down the roadway slopes as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.

**Replace Section 69-1.02D with:**

**69-1.02D Hot Mix Asphalt**

Hot mix asphalt for overside drains shall conform to the provisions in Section 39-1.13, "Miscellaneous Areas."

**Replace Section 69-1.04 with:**

**69-1.04 HOT MIX ASPHALT OVERSIDE DRAINS**

Hot mix asphalt overside drains shall be constructed as shown on the plans or as directed by the Engineer. The hot mix asphalt shall be placed in conformance with the provisions in Section 39-1.13, "Miscellaneous Areas."

**In Section 69-1.06 replace the 2nd paragraph with:**

Quantities of hot mix asphalt placed for overside drains will be paid for as provided in Section 39-5, "Measurement and Payment," for hot mix asphalt placed in miscellaneous areas.

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## SECTION 70 MISCELLANEOUS FACILITIES
**(Issued 07-18-08)**

**In Section 70-1.02C replace the 2nd paragraph with:**

Precast concrete flared end sections shall conform to the requirements for Class III Reinforced Concrete Pipe in AASHTO Designation: M 170M. Cementitious materials and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170. The area of steel reinforcement per linear foot of flared end section shall be at least equal to the minimum steel requirements for circular reinforcement in circular pipe for the internal diameter of the circular portion of the flared end section. The basis of acceptance of the precast concrete flared end section shall conform to the requirements of Section 5.1.2 of AASHTO Designation: M 170.

**In Section 70-1.02H replace the 1st paragraph with:**

Precast concrete pipe risers and pipe reducers, and precast concrete pipe sections, adjustment rings and tapered sections for pipe energy dissipators, pipe inlets and pipe manholes shall conform to the requirements in AASHTO Designation: M 199M/M 199, except that the cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170.

**In Section 70-1.03 replace the 2nd paragraph with:**

Cutoff walls for precast concrete flared end sections shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

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## SECTION 73 CONCRETE CURBS AND SIDEWALKS
**(Issued 07-31-07)**

**In Section 73-1.01 in the 2nd paragraph, replace item 2 with:**

2. Minor concrete shall contain not less than 463 pounds of cementitious material per cubic yard except that when extruded or slip-formed curbs are constructed using 3/8-inch maximum size aggregate, minor concrete shall contain not less than 548 pounds of cementitious material per cubic yard.

**In Section 73-1.06 replace the 15th paragraph with:**

Where hot mix asphalt or portland cement concrete pavements are to be placed around or adjacent to manholes, pipe inlets or other miscellaneous structures in sidewalk, gutter depression, island paving, curb ramps or driveway areas, the structures shall not be constructed to final grade until after the pavements have been constructed for a reasonable distance on each side of the structures.

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## SECTION 74 PUMPING PLANT EQUIPMENT
**(Issued 07-01-08)**

**In Section 74-1.02 delete the 2nd paragraph.**

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## SECTION 75 MISCELLANEOUS METAL
**(Issued 01-18-08)**

**In Section 75-1.03 replace the 13th paragraph with:**

Concrete anchorage devices shall be mechanical expansion or resin capsule types installed in drilled holes or cast-in-place insert types. The anchorage devices shall be selected from the Department's Pre-Qualified Products List at:

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

The anchorage devices shall be a complete system, including threaded studs, hex nuts, and cut washers. Thread dimensions for externally threaded concrete anchorage devices prior to zinc coating, shall conform to the requirements in ANSI Standard: B1.1 having Class 2A tolerances or ANSI Standard: B1.13M having Grade 6g tolerances. Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM A 563.

**In Section 75-1.03 replace the 18th paragraph with:**

Mechanical expansion anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.035 inch:

| Stud Diameter (inches) | Sustained Tension Test Load (pounds) |
|---|---|
| *3/4 | 5,000 |
| 5/8 | 4,100 |
| 1/2 | 3,200 |
| 3/8 | 2,100 |
| 1/4 | 1,000 |

* Maximum stud diameter permitted for mechanical expansion anchors.

Resin capsule anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.010 inch:

| Stud Diameter (inches) | Sustained Tension Test Load (pounds) |
|---|---|
| 1-1/4 | 31,000 |
| 1 | 17,900 |
| 7/8 | 14,400 |
| 3/4 | 5,000 |
| 5/8 | 4,100 |
| 1/2 | 3,200 |
| 3/8 | 2,100 |
| 1/4 | 1,000 |

At least 25 days before use, the Contractor shall submit one sample of each resin capsule anchor per lot to the Transportation Laboratory for testing. A lot of resin capsule anchors is 100 units, or fraction thereof, of the same brand and product name.

**In Section 75-1.03 replace the 20th paragraph with:**

The Pre-Qualified Products List for concrete anchorage devices has been developed from data previously furnished by suppliers or manufacturers for each type and size. Approval of additional anchorage device types and sizes is contingent upon the Contractor submitting to the Engineer one sample of each type of concrete anchorage device, manufacturer's installation instructions, and certified results of tests, either by a private testing laboratory or the manufacturer, indicating compliance with the above requirements.

**In Section 75-1.03 replace the 24th paragraph with:**

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

**In Section 75-1.035 in the 3rd paragraph, replace the 1st sentence with:**

Cables shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

**In Section 75-1.035 in the 4th paragraph, replace item C with:**

C. Nuts shall conform to the requirements in ASTM Designation: A 563 including Appendix X1, except lubrication is not required.

**In Section 75-1.035 replace the 12th paragraph with:**

Concrete for filling cable drum units shall conform to the provisions in Section 90-10, "Minor Concrete," or at the option of the Contractor, may be a mix with 3/8-inch maximum size aggregate and not less than 675 pounds of cementitious material per cubic yard.

**In Section 75-1.05 replace the 6th paragraph with:**

Galvanizing of iron and steel hardware and nuts and bolts, when specified or shown on the plans, shall conform to the requirements in ASTM Designation: A 153/A 153M, except whenever threaded studs, bolts, nuts, and washers are specified to conform to the requirements in ASTM Designation: A 307, A 325, A 449, A 563, or F 436 and zinc coating is required, they shall be hot-dip zinc coated or mechanically zinc coated in conformance with the requirements in the ASTM Designations. Unless otherwise specified, galvanizing shall be performed after fabrication.

**In Section 75-1.05 replace the 8th paragraph with:**

Tapping of nuts or other internally threaded parts to be used with zinc coated bolts, anchor bars or studs shall be done after galvanizing and shall conform to the requirements for thread dimensions and overtapping allowances in ASTM Designation: A 563.

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## SECTION 80 FENCES
**(Issued 01-05-07)**

**In Section 80-3.01F replace the 4th paragraph with:**

Portland cement concrete for metal post and brace footings and for deadmen shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

**In Section 80-4.01C replace the 4th paragraph with:**

Portland cement concrete for metal post and for deadmen shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

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## SECTION 83 RAILINGS AND BARRIERS
**(Issued 02-06-09)**

**In Section 83-1.02 replace the 4th paragraph with:**

All completed steel components and hardware for railings shall be galvanized in conformance with the requirements in AASHTO Designation: M 180 and Section 75-1.05, "Galvanizing," except metal beam guard railing shall be galvanized after fabrication.

**In Section 83-1.02 replace the 7th paragraph with:**

Mortar shall conform to the provisions in Section 51-1.135, "Mortar," and shall consist of one part by volume of cementitious material and 3 parts of clean sand.

**In Section 83-1.02B in the 24th paragraph in the 8th subparagraph, replace the 1st sentence with:**

Anchor cable shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

**In Section 83-1.02E in the 6th paragraph, replace the 2nd sentence with:**

Cable shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

**In Section 83-1.02I replace the 5th paragraph with:**

Where shown on the plans, cables used in the frame shall be 5/16 inch in diameter, wire rope, with a minimum breaking strength of 5,000 pounds and shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

**In Section 83-1.02I replace the 14th paragraph with:**

Chain link fabric shall be 11-gage conforming to one of the following:

1. AASHTO Designation: M181, Type I, Class C
2. AASHTO Designation: M181, Type IV, Class A
3. ASTM F 1345, Class 2

**In Section 83-2.02B replace the 14th paragraph with:**

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

**In Section 83-2.02D(1) replace the 5th paragraph with:**

When concrete barriers are to be constructed on existing structures, the dowels shall be bonded in holes drilled in the existing concrete. Drilling of holes and bonding of dowels shall conform to the following:

1. The bonding materials shall be either magnesium phosphate concrete, modified high alumina based concrete or portland cement based concrete. Magnesium phosphate concrete shall be either single component (water activated) or dual component (with a prepackaged liquid activator). Modified high alumina based concrete and portland cement based concrete shall be water activated. Bonding materials shall conform to the following requirements:

| Property | Test Method | Requirements |
|---|---|---|
| Compressive Strength | | |
| at 3 hours, MPa | California Test 551 | 21 min. |
| at 24 hours, MPa | California Test 551 | 35 min. |
| Flexure Strength | | |
| at 24 hours, MPa | California Test 551 | 3.5 min. |
| Bond Strength: at 24 hours | | |
| SSD Concrete, MPa | California Test 551 | 2.1 min. |
| Dry Concrete, MPa | California Test 551 | 2.8 min. |
| Water Absorption, % | California Test 551 | 10 max. |
| Abrasion Resistance | | |
| at 24 hours, grams | California Test 550 | 25 max. |
| Drying Shrinkage at 4 days, % | ASTM Designation: C 596 | 0.13 max. |
| Soluble Chlorides by weight, % | California Test 422 | 0.05 max. |
| Water Soluble Sulfates by weight, % | California Test 417 | 0.25 max. |

2. Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70° F. The materials, prior to use, shall be stored in a cool, dry environment.
3. Mix water used with water activated material shall conform to the provisions in Section 90-2.03, "Water."
4. The quantity of water for single component type or liquid activator (for dual component type) to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.
5. Addition of retarders, when required and approved by the Engineer, shall be in conformance with the manufacturer's recommendations.
6. Before using concrete material that has not been previously approved, a minimum of 45 pounds shall be submitted to the Engineer for testing. The Contractor shall allow 45 days for the testing. Each shipment of concrete material that has been previously approved shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."
7. Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper metals. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.
8. The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of the dowels.
9. The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the hole. The diameter of the drilled hole shall be $^1/_2$ inch larger than the nominal diameter of the dowels.
10. The drilled holes shall be clean and dry at the time of placing the bonding material and the steel dowels. Bonding material and dowel shall completely fill the drilled hole. The surface temperature shall be 40° F or above when the bonding material is placed.
11. After bonding, dowels shall remain undisturbed for a minimum of 3 hours or until the bonding material has reached a strength sufficient to support the dowels. Dowels that are improperly bonded, as determined by the Engineer, shall be removed. The holes shall be cleaned or new holes shall be drilled and the dowels replaced and securely bonded to the concrete. Removing, redrilling and replacing improperly bonded dowels shall be performed at the Contractor's expense. Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

**In Section 83-2.02D(2) in the 1st paragraph, replace item b with:**

b. If the 3/8-inch maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 675 pounds per cubic yard.

**In Section 83-2.02D(2) replace the 3rd paragraph with:**

The concrete paving between the tops of the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) and the optional concrete slab at the base between the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) shall be constructed of minor concrete conforming to the provisions of Section 90-10, "Minor Concrete," except that the minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

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## SECTION 85: PAVEMENT MARKERS
**(Issued 07-31-07)**

**In Section 85-1.06 replace the 6th paragraph with:**

Pavement markers shall not be placed on new hot mix asphalt surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.

**In Section 85-1.06 in the 14th paragraph, replace the 2nd sentence with:**

Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new hot mix asphalt and clean, new seal coat surfaces will not be required when hot melt bituminous adhesive is used.

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## SECTION 86 SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS
**(Issued 08-15-08)**

**In Section 86-1.02 delete the 2nd paragraph.**

**In Section 86-2.02 in the 1st paragraph, replace the 1st sentence with:**

Improvements such as sidewalks, curbs, gutters, portland cement concrete and hot mix asphalt pavement, underlying material, lawns and plants and any other improvements removed, broken or damaged by the Contractor's operations, shall be replaced or reconstructed with the same kind of material as found on the work or with materials of equal quality.

**In Section 86-2.03 replace the 3rd, 4th, and 5th paragraph with:**

Except when located on structures, foundations for posts, standards, and pedestals shall be placed "in the solid" and monolithic.

After each post, standard, and pedestal is in proper position, mortar shall be placed under the base plate as shown on the plans. The exposed portions shall be finished to present a neat appearance. Mortar shall conform to Section 51-1.135, "Mortar," except the mortar shall consist of one part by volume of cementitious material and 3 parts of clean sand.

Reinforced cast-in-drilled-hole concrete pile foundations shall conform to the provisions in Section 49, "Piling," with the following exceptions:

A. Material resulting from drilling holes shall be disposed of in conformance with the provisions in Section 86-2.01, "Excavating and Backfilling,"
B. Concrete for cast-in-drilled-hole concrete piles will not be considered as designated by compressive strength.

**In Section 86-2.05C in the 18th paragraph, replace item D with:**

D. The conduit shall be placed in the bottom of the trench, and the trench shall be backfilled with minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 590 pounds of cementitious material per cubic yard. Concrete backfill shall be placed to the pavement surface except, when the trench is in hot mix asphalt pavement and additional pavement is not being placed, the top 0.10 foot of the trench shall be backfilled with hot mix asphalt produced from commercial quality paving asphalt and aggregates.

**In Section 86-2.05C in the 18th paragraph, replace item E with:**

E. Prior to spreading hot mix asphalt, tack coat shall be applied in conformance with the provisions in Section 39, "Hot Mix Asphalt." Spreading and compacting of hot mix asphalt shall be performed by any method which will produce a hot mix asphalt surfacing of uniform smoothness, texture and density.

**In Section 86-2.05C in the 23rd paragraph, replace item C with:**

C. Precast concrete conduit cradles shall conform to the dimensions shown on the plans and shall be constructed of minor concrete and commercial quality welded wire fabric. Minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 590 pounds of cementitious material per cubic yard. The cradles shall be moist cured for not less than 3 days.

**In Section 86-2.05C in the 23rd paragraph, replace item G with:**

G. The space around conduits through bridge abutment walls shall be filled with mortar conforming to the provisions in Section 51-1.135, "Mortar," except that the proportion of cementitious material to sand shall be 1 to 3.

**In Section 86-2.07 replace the 5th paragraph with:**

Concrete placed around and under traffic pull boxes as shown on the plans shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete."

**In Section 86-2.08A in the table, replace the traffic signal controller cabinet requirements with:**

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

**In Section 86-4.06 in the 1st paragraph, replace the 1st sentence with:**

Message symbols for pedestrian signal faces shall be white WALKING PERSON and Portland orange UPRAISED HAND conforming to the requirements in the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and the "California MUTCD."

**In Section 86-4.07 in the 10th paragraph, replace the 2nd sentence with:**

The color of "UPRAISED HAND" shall be Portland orange conforming to the requirements of the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and the "California MUTCD."

**In Section 86-5.01A(5) in section "Elastomeric Sealant" in the 1st paragraph, replace the 2nd sentence with:**

Sealant shall be suitable for use in both hot mix asphalt and portland cement concrete.

**In Section 86-5.01A(5) in section "Asphatic Emulsion Sealant" in the 1st paragraph, replace the 1st sentence with:**

Asphaltic emulsion sealant shall conform to the requirements in State Specification 8040-41A-15 and shall be used only for filling slots in hot mix asphalt pavement.

**In Section 86-5.01A(5) in section "Hot-Melt Rubberized Asphalt Sealant" in the 1st paragraph, replace the 3rd sentence with:**

Sealant shall be suitable for use in both hot mix asphalt and portland cement concrete.

**In Section 86-5.01A(5) in section "Hot-Melt Rubberized Asphalt Sealant," replace the 10th paragraph with:**

If hot mix asphalt surfacing is to be placed, the loop conductors shall be installed prior to placing the uppermost layer of hot mix asphalt. The conductors shall be installed, as shown on the plans, in the compacted layer of hot mix asphalt immediately below the uppermost layer. Installation details shall be as shown on the plans, except the sealant shall fill the slot flush to the surface.

**In Section 86-5.01D replace the 1st paragraph with:**

When a foundation for a pressure-sensitive vehicle detector is to be removed, the hole left by removing the detector frame and foundation shall be filled with minor concrete, except the roadway surface shall be reconstructed with material to match existing surfacing. Minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," except that the concrete shall contain not less than 420 pounds of cementitious material per cubic yard for hot mix asphalt surfaced roadways and not less than 590 pounds of cementitious material per cubic yard for portland cement concrete surfaced roadways.

**In Section 86-8.01 replace the 1st paragraph with:**

The contract lump sum price or prices paid for signal, ramp metering, flashing beacon, lighting, sign illumination, traffic monitoring station, highway advisory radio systems, closed circuit television systems, or combinations thereof; for modifying or removing those systems; for temporary systems; or the lump sum or unit prices paid for various units of those systems; or the lump sum or per foot price paid for conduit of the various sizes, types and installation methods listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing, modifying, or removing the systems, combinations or units thereof, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer, including any necessary pull boxes (except when the type required is shown as a separate contract item); excavation and backfill; concrete foundations (except when shown as a separate contract item); pedestrian barricades; furnishing and installing illuminated street name signs; installing sign panels on pedestrian barricades, on flashing beacon standards, and on traffic signal mast arms; restoring sidewalk, pavement and appurtenances damaged or destroyed during construction; salvaging existing materials; and making all required tests.

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## SECTION 90 PORTLAND CEMENT CONCRETE
**(Issued 12-05-08)**

**Replace Section 90 with:**

## 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.

Class 1 concrete shall contain not less than 675 pounds of cementitious material per cubic yard.

Class 2 concrete shall contain not less than 590 pounds of cementitious material per cubic yard.

Class 3 concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

Class 4 concrete shall contain not less than 420 pounds of cementitious material per cubic yard.

Minor concrete shall contain not less than 550 pounds of cementitious material per cubic yard 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 yard of concrete in structures or portions of structures shall conform to the following:

| Use | Cementitious Material Content (Pounds/CY) |
|---|---|
| Concrete designated by compressive strength: | |
| Deck slabs and slab spans of bridges | 675 min., 800 max. |
| Roof sections of exposed top box culverts | 675 min., 800 max. |
| Other portions of structures | 590 min., 800 max. |
| Concrete not designated by compressive strength: | |
| Deck slabs and slab spans of bridges | 675 min. |
| Roof sections of exposed top box culverts | 675 min. |
| Prestressed members | 675 min. |
| Seal courses | 675 min. |
| Other portions of structures | 590 min. |
| Concrete for precast members | 590 min., 925 max. |

Whenever the 28-day compressive strength shown on the plans is greater than 3,600 pounds per square inch, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 4,000 pounds per square inch 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 3,600 pounds per square inch 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.

Concrete shall be proportioned to conform to the following shrinkage limitations when tested in conformance with the requirements of AASHTO Designation: T 160, modified as follows:

| Condition | Maximum Shrinkage of Laboratory Cast Specimens at 28 days Drying (average of 3, %) |
|---|---|
| Paving concrete | 0.050 |
| Bridge deck concrete | 0.045 |

Note: Shrinkage requirement is waived for concrete that is used for precast elements.

Shrinkage tests shall be either:

A. Performed by a laboratory accredited to perform AASHTO Designation: T 160, or
B. Performed by a laboratory that maintains a current rating of 3 or better for the Cement and Concrete Reference Laboratory (CCRL) concrete proficiency sample program.

Laboratory cast specimens shall have a 4" x 4" cross section. Specimens shall be removed from the molds 23 ± 1 hours after mixing the concrete and placed in lime water at 73 ± 3 °F to 7 days age. A comparator reading shall be taken at 7 days age and recorded as the initial reading. Specimens then shall be stored in a humidity controlled room maintained at 73 ± 3 °F and 50 ± 4 percent relative humidity for the remainder of the test. Subsequent readings shall be taken at 7, 14, 21, and 28 days drying.

Test data verifying conformance to the shrinkage limitations shall be submitted with the mix design. Shrinkage testing data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for concrete with similar proportions and the same materials and material sources to be used on this contract. Concrete shall be considered to have similar proportions if, when compared to concrete to be used on this project, no more than 2 mix design elements are varied. Varied mix design elements shall fall within the tolerances in the following table:

| Mix Design Element | Tolerance (±) |
|---|---|
| Water to cementitious material ratio | 0.03 |
| Total water content | 5 % |
| Coarse aggregate (weight per cubic yard) | 10 % |
| Fine aggregate (weight per cubic yard) | 10 % |
| Supplementary cementitious material content | 5 % |
| Admixture (as originally dosed) | 25 % |

Note: Admixtures must be of the same brand.

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, supplementary cementitious material 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 supplementary cementitious material 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 $0.25 for each pound of cementitious material, portland cement, or supplementary cementitious material 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 CEMENTITIOUS MATERIALS

Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and a supplementary cementitious material, or a blended cement.

Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.

Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.

Facilities shall be provided to ensure that cementitious materials meeting this Section 90-2.01 are kept separate from other cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

The Contractor shall furnish a Certificate of Compliance for cementious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material 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.

#### 90-2.01A Cement

Portland cement shall conform to the requirements in ASTM Designation: C 150 except the $C_3S$ content of Type II cement shall not exceed 65 percent.

Blended cement shall conform to the requirements for Portland Blast-Furnace Slag Cement, Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240 and shall be comprised of an intimate and uniform blend of Type II or Type V cement and supplementary cementitious material in an amount conforming to the requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials."

In addition, blended cement, Type II portland cement, and Type V 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 methods as required in AASHTO Designation: T 105; and
B. The autoclave expansion shall not exceed 0.50-percent

Type III portland cement shall be used only as specified in the special provisions or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement.

#### 90-2.01B Supplementary Cementitious Materials (SCM)

Fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F, and the following:

A. Calcium oxide content shall not exceed 10 percent.
B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.

C. Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:

1. Sources of fly ash to be commingled shall be on the approved list of materials for use in concrete.
2. Testing of the commingled product is the responsibility of the fly ash supplier.
3. Each fly ash's running average of density shall not differ from any other by more than 0.01-pound per cubic inch at the time of commingling.
4. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
5. The final product of commingled fly ash shall conform to the requirement in AASHTO Designation: M 295.

Raw or calcined natural pozzolans shall conform to the requirements in AASHTO Designation: M 295, Class N and the following requirements:

A. Calcium oxide content shall not exceed 10 percent.
B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.

Ground Granulated Blast Furnace Slag (GGBFS) shall conform to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.

Silica Fume shall conform to the requirements of AASHTO Designation: M 307, with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

**90-2.01C Required Use Of Supplementary Cementitious Materials**

The amount of portland cement and SCM used in portland cement concrete shall conform to the minimum cementitious material content provisions in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and the following:

A. If a blended cement conforming to the provisions in Section 90-2.01A, "Cement," is used, the minimum amount of SCM incorporated into the cement shall conform to the provisions in this Section 90-2.01C.
B. Fly ash or natural pozzolan, silica fume, or GGBFS shall not be used with Type IP or Type IS cements.

Use of SCMs shall conform to the following:

A. If fly ash or natural pozzolan is used:

1. The minimum amount of portland cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
2. The minimum amount of fly ash or natural pozzolan shall be 25 percent by weight of the total amount of cementitious material.
3. The total amount of fly ash or natural pozzolan shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. If Section 90-1.01, "Description," specifies a maximum cementitious material content in pounds per cubic yard, the total weight of portland cement and fly ash or natural pozzolan per cubic yard shall not exceed the specified maximum cementitious material content.

B. If silica fume is used:

1. The amount of silica fume shall not be less than 10 percent by weight of the total amount of cementitious material.
2. The amount of portland cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
3. If Section 90-1.01, "Description," specifies a maximum cementitious material content in pounds per cubic yard, the total weight of portland cement and silica fume per cubic yard shall not exceed the specified maximum cementitious material content.

C. If GGBFS is used:

1. The minimum amount of GGBFS shall be either:

a. Forty percent of the total cementitious material to be used, if the aggregates used in the concrete are on the Department's list of "Approved Aggregates For Use in Concrete with Reduced Fly Ash."
b. No less than 50 percent.

2. The amount of GGBFS shall not exceed 60 percent by weight of the total amount of cementitious materials to be used.

## 90-2.02 AGGREGATES

Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

The Contractor 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 $3.50 per cubic yard for paving concrete and $5.50 per cubic yard 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 $3.50 per cubic yard for paving concrete and $5.50 per cubic yard 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 are 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 300 cubic yards 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, reclaimed aggregate, 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.

Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.

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:

A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
B. 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:

A. 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
B. 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 1,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 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 1,300 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 nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1,500 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.

## 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 |
|---|---|---|
| 1 1/2" x 3/4" | 1" | 19 - 41 |
| 1" x No. 4 | 3/4" | 52 - 85 |
| 1" x No. 4 | 3/8" | 15 - 38 |
| 1/2" x No. 4 | 3/8" | 40 - 78 |
| 3/8" x No. 8 | 3/8" | 50 - 85 |
| Fine Aggregate | No. 16 | 55 - 75 |
| Fine Aggregate | No. 30 | 34 - 46 |
| Fine Aggregate | No. 50 | 16 - 29 |

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

### 90-3.02 COARSE AGGREGATE GRADING

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

| | Percentage Passing Primary Aggregate Nominal Sizes | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1 1/2" x 3/4" | | 1" x No. 4 | | 1/2" x No. 4 | | 3/8" x No. 8 | |
| Sieve Sizes | Operating Range | Contract Compliance | Operating Range | Contract Compliance | Operating Range | Contract Compliance | Operating Range | Contract Compliance |
| 2" | 100 | 100 | — | — | — | — | — | — |
| 1 1/2" | 88 - 100 | 85 - 100 | 100 | 100 | — | — | — | — |
| 1" | X ±18 | X ±25 | 88 - 100 | 86 - 100 | — | — | — | — |
| 3/4" | 0 - 17 | 0 - 20 | X ±15 | X ±22 | 100 | 100 | — | — |
| 1/2" | — | — | — | — | 82 - 100 | 80 - 100 | 100 | 100 |
| 3/8" | 0 - 7 | 0 - 9 | X ±15 | X ±22 | X ±15 | X ±22 | X ±15 | X ±20 |
| No. 4 | — | — | 0 - 16 | 0 - 18 | 0 - 15 | 0 - 18 | 0 - 25 | 0 - 28 |
| No. 8 | — | — | 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 1 1/2 inch, 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 one inch, 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 1" x No. 4 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 |
| 3/8" | 100 | 100 |
| No. 4 | 95 - 100 | 93 - 100 |
| No. 8 | 65 - 95 | 61 - 99 |
| No. 16 | X ±10 | X ±13 |
| No. 30 | X ±9 | X ±12 |
| No. 50 | X ±6 | X ±9 |
| No. 100 | 2 - 12 | 1 - 15 |
| No. 200 | 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 No. 16 sieve and the total percentage passing the No. 30 sieve shall be between 10 and 40, and the difference between the percentage passing the No. 30 and No. 50 sieves shall be between 10 and 40.

Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

### 90-3.04 COMBINED AGGREGATE GRADINGS

Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.

The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 1 1/2 inch, maximum grading, or the 1 inch, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

| Sieve Sizes | Percentage Passing | | | |
|---|---|---|---|---|
| | 1 1/2" Max. | 1" Max. | 1/2" Max. | 3/8" Max. |
| 2" | 100 | — | — | — |
| 1 1/2" | 90 - 100 | 100 | — | — |
| 1" | 50 - 86 | 90 - 100 | — | — |
| 3/4" | 45 - 75 | 55 - 100 | 100 | — |
| 1/2" | — | — | 90 - 100 | 100 |
| 3/8" | 38 - 55 | 45 - 75 | 55 - 86 | 50 - 100 |
| No. 4 | 30 - 45 | 35 - 60 | 45 - 63 | 45 - 63 |
| No. 8 | 23 - 38 | 27 - 45 | 35 - 49 | 35 - 49 |
| No. 16 | 17 - 33 | 20 - 35 | 25 - 37 | 25 - 37 |
| No. 30 | 10 - 22 | 12 - 25 | 15 - 25 | 15 - 25 |
| No. 50 | 4 - 10 | 5 - 15 | 5 - 15 | 5 - 15 |
| No. 100 | 1 - 6 | 1 - 8 | 1 - 8 | 1 - 8 |
| No. 200 | 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 weight of admixture, as determined by California Test 415, shall not be used.

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.

Chemical admixtures shall be used in conformance with the manufacturer's written recommendations.

### 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.

If 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.

### 90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES

If the use of a chemical admixture 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.

### 90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

The Contractor may 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. If 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 weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; 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.

### 90-4.08 BLANK

### 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, unless it is demonstrated that a different sequence improves performance.

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 one-half gallon per cubic yard 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."

### 90-4.11 BLANK

## 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 the various sizes shall not become intermixed before proportioning.

Aggregates shall be stored or stockpiled and handled in a manner that 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 supplementary cementitious material for one batch of concrete is a single operation of a switch or starter.

Proportioning devices shall be tested 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 weight of each batch of material shall not vary from the weight 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 weight 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 weight designated for each size of aggregate. Equipment for cumulative weighing of cement and supplementary cementitious material shall have a zero tolerance of ±0.5 percent of the designated total batch weight of the cement and supplementary cementitious material. Equipment for weighing cement or supplementary cementitious material separately shall have a zero tolerance of ±0.5 percent of their designated individual batch weights. Equipment for measuring water shall have a zero tolerance of ±0.5 percent of its designated weight or volume.

The weight 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 weight of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch weights; and
B. Cement shall be 99 to 102 percent of its designated batch weight. When weighed individually, supplementary cementitious material shall be 99 to 102 percent of its designated batch weight. When supplementary cementitious material and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch weight, and the total for cement and supplementary cementitious material shall be 99 to 102 percent of the sum of their designated batch weights; and
C. Water shall be within 1.5 percent of its designated weight or volume.

Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregates shall not exceed that of commercially available scales having single graduations indicating a weight not exceeding the maximum permissible weight variation above, except that no scale shall be required having a capacity of less than 1,000 pounds, with one pound 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 cementitious material and water as provided in these specifications. Aggregates shall be proportioned by weight.

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 weight.

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) 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 supplementary cementitious material 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 supplementary cementitious material are weighed cumulatively, the cement shall be weighed first.

If cement and supplementary cementitious material are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the supplementary cementitious material 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 supplementary cementitious material shall be discharged into the mixer simultaneously with the aggregate.

The scales and weigh hoppers for bulk weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material shall be separate and distinct from the aggregate weighing equipment.

For batches of one cubic yard 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 weights, the gross weight and tare weight 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 on scales designated by the Engineer.

**90-5.03A Proportioning For Pavement**

Aggregates and bulk supplementary cementitious material for use in pavement shall be proportioned by weight 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 weight of the fine aggregate.

The batching of cement, supplementary cementitious material, or cement plus supplementary cementitious material 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 supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If interlocks are required for cement and supplementary cementitious material charging mechanisms and cement and supplementary cementitious material are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If concrete is completely mixed in stationary paving mixers, the supplementary cementitious materials shall be weighed in a separate weigh hopper and the supplementary cementitious material and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, supplementary cementitious material, aggregates, and water uniformly before discharge, weighing the supplementary cementitious material cumulatively with the cement is permitted. 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 before discharge that are required to produce a mix that meets the requirements above.

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

If 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.

If 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 1/3 cubic yard 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 cementitious material.

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 1/2-inch. 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 170 pounds per cubic yard of concrete.

| Average Slump | Maximum Permissible Difference |
|---|---|
| Less than 4" | 1" |
| 4" to 6" | 1 1/2" |
| Greater than 6" to 9" | 2" |

The Contractor 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 50° F or more than 90° F. 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 150° F. 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 job site 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 job site 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 nonagitating 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 will 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 nonagitating 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 75° F.

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.

If 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 if the temperature of the concrete is 85° F or above, the time allowed may be less than 1.5 hours. If an admixture is used to retard the set time, the temperature of the concrete shall not exceed 85° F, the time limit shall be 2 hours, and the revolution limitation shall be 300.

If nonagitating 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 85° F or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete delivered at the job site shall be accompanied by a weighmaster certificate showing the mix identification number, nonrepeating 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 weights (pounds) for the ingredients batched. Theoretical or target batch weights shall not be used as a substitute for actual scale weights.

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 3 1/2-inch 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 weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating 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."

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

### 90-6.05 HAND-MIXING

Hand-mixed concrete shall be made in batches of not more than 1/3 cubic yard 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 one foot in total depth. On this mixture shall be spread the dry cementitious materials 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. If Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 9 inches after the chemical admixtures are added.

| Type of Work | Nominal | | Maximum | |
|---|---|---|---|---|
| | Penetration (inches) | Slump (inches) | Penetration (inches) | Slump (inches) |
| Concrete Pavement | 0 - 1 | — | 1 1/2 | — |
| Non-reinforced concrete facilities | 0 - 1 1/2 | — | 2 | — |
| Reinforced concrete structures | | | | |
| Sections over 12 inches thick | 0 - 1 1/2 | — | 2 1/2 | — |
| Sections 12 inches thick or less | 0 - 2 | — | 3 | — |
| Concrete placed under water | — | 6 - 8 | — | 9 |
| Cast-in-place concrete piles | 2 1/2 - 3 1/2 | 5 - 7 | 4 | 8 |

The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.

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.

If 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 yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved 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.

Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.

If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, 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 media.

At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 4-mil, and shall be extruded onto 10-ounce burlap.

At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 10-mil achieved in a single layer of material.

If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 3 inches of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 140° F, use of these curing media shall be disallowed.

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 above, 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. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Nonpigmented 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 0.28-pounds per square yard in 24 hours.

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

If 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 one gallon per 150 square feet, unless otherwise specified.

At any point, the application rate shall be within ±50 square feet per gallon of the nominal rate specified, and the average application rate shall be within ±25 square feet per gallon 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 40° F and shall not be diluted or altered after manufacture.

The curing compound shall be packaged in clean 274-gallon totes, 55-gallon barrels or 5-gallon 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 274-gallon totes and the 55-gallon barrels shall have removable lids and airtight fasteners. The 5-gallon pails shall be round and have standard full open head and bail. Lids with bungholes will 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.

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.

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, at the job site, 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 0.33-foot.

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 20 inches 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 60° F, 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 50° F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50° F and 90° F.
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 40° F per hour. The curing temperature throughout the enclosure shall not exceed 150° F 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 200 feet 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 60° F until the stress is transferred to the concrete.
G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

### 90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles in a corrosive environment shall be cured as follows:

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

### 90-7.06 CURING SLOPE PROTECTION

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

Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," 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, 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, 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. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.

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 45° F for 72 hours after placing and at not less than 40° F for an additional 4 days.

### 90-8.03 PROTECTING CONCRETE PAVEMENT

Pavement concrete shall be maintained at a temperature of not less than 40° F for 72 hours.

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.

If 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 550 pounds per square inch. 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 550 pounds per square inch. Concrete that fails to attain a modulus of rupture of 550 pounds per square inch 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 350 pounds per square inch has been attained, provided that:

A. Unit pressure exerted on the pavement by the paver shall not exceed 20 pounds per square inch;
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 one foot 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.

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 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 $10 for each in-place cubic yard 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 $15 for each in-place cubic yard 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 320 cubic yards.

If 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. If 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 580 pounds per square inch 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 yards and the weight, type, and source of all ingredients used.
D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) 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.

Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.

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 1 1/2-inch or smaller than 3/4-inch.

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 90° F 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.

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

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 40° F 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.

For concrete measured at the mixer, the volume in cubic feet shall be computed as the total weight of the batch in pounds divided by the density of the concrete in pounds per cubic foot. The total weight 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.

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## SECTION 91 PAINT
**(Issued 05-1-06)**

**Replace Section 91-3 with:**

### 91-3 PAINTS FOR TIMBER

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

**Classification:**

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

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

**Classification:**

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

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

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

**Replace Section 91-4 with:**

### 91-4 MISCELLANEOUS PAINTS

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

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

**Classification:**

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

A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.

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

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

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**SECTION 92 ASPHALTS**
**(Issued 03-21-08)**

**Replace Section 92 with:**

**SECTION 92 ASPHALTS**

## 92-1.01 DESCRIPTION

Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

## 92-1.02 MATERIALS

### GENERAL

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

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

Transport, store, use, and dispose of asphalt safely.
Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

### GRADES

Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

| Property | AASHTO Test Method | Specification Grade | | | | |
|---|---|---|---|---|---|---|
| | | PG 58-22 [a] | PG 64-10 | PG 64-16 | PG 64-28 | PG 70-10 |
| Original Binder | | | | | | |
| Flash Point, Minimum °C | T 48 | 230 | 230 | 230 | 230 | 230 |
| Solubility, Minimum % [b] | T 44 | 99 | 99 | 99 | 99 | 99 |
| Viscosity at 135°C, [c] Maximum, Pa·s | T 316 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T 315 | 58 | 64 | 64 | 64 | 70 |
| Minimum G*/sin(delta), kPa | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test, [e] Mass Loss, Maximum, % | T 240 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T 315 | 58 | 64 | 64 | 64 | 70 |
| Minimum G*/sin(delta), kPa | | 2.20 | 2.20 | 2.20 | 2.20 | 2.20 |
| Ductility at 25°C Minimum, cm | T 51 | 75 | 75 | 75 | 75 | 75 |
| PAV [f] Aging, Temperature, °C | R 28 | 100 | 100 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T 315 | 22 [d] | 31 [d] | 28 [d] | 22 [d] | 34 [d] |
| Maximum G*sin(delta), kPa | | 5000 | 5000 | 5000 | 5000 | 5000 |
| Creep Stiffness, Test Temperature, °C | T 313 | -12 | 0 | -6 | -18 | 0 |
| Maximum S-value, Mpa | | 300 | 300 | 300 | 300 | 300 |
| Minimum M-value | | 0.300 | 0.300 | 0.300 | 0.300 | 0.300 |

Notes:

a. Use as asphalt rubber base stock for high mountain and high desert area.

b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."

c. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

d. Test the sample at 3°C higher if it fails at the specified test temperature. G*sin(delta) remains 5000 kPa maximum.

e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.

f. "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder [a]

| Property | AASHTO Test Method | Specification Grade | | |
|---|---|---|---|---|
| | | PG 58-34 PM | PG 64-28 PM | PG 76-22 PM |
| Original Binder | | | | |
| Flash Point, Minimum °C | T 48 | 230 | 230 | 230 |
| Solubility, Minimum % [b] | T 44[c] | 98.5 | 98.5 | 98.5 |
| Viscosity at 135°C, [d]<br>Maximum, Pa·s | T 316 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Minimum G*/sin(delta), kPa | T 315 | 58<br>1.00 | 64<br>1.00 | 76<br>1.00 |
| RTFO Test ,<br>Mass Loss, Maximum, % | T 240 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Minimum G*/sin(delta), kPa | T 315 | 58<br>2.20 | 64<br>2.20 | 76<br>2.20 |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Maximum (delta), % | T 315 | Note e<br>80 | Note e<br>80 | Note e<br>80 |
| Elastic Recovery[f],<br>Test Temp., °C<br>Minimum recovery, % | T 301 | 25<br>75 | 25<br>75 | 25<br>65 |
| PAV[g] Aging,<br>Temperature, °C | R 28 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Maximum G*sin(delta), kPa | T 315 | 16<br>5000 | 22<br>5000 | 31<br>5000 |
| Creep Stiffness,<br>Test Temperature, °C<br>Maximum S-value, MPa<br>Minimum M-value | T 313 | -24<br>300<br>0.300 | -18<br>300<br>0.300 | -12<br>300<br>0.300 |

Notes:

a. Do not modify PG Polymer Modified using acid modification.

b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."

c. The Department allows ASTM D 5546 instead of AASHTO T 44

d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.

f. Tests without a force ductility clamp may be performed.

g. "PAV" means Pressurized Aging Vessel.

**SAMPLING**

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.

Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter

2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
3. Maintained in good condition

Replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

**92-1.03 EXECUTION**

If asphalt is applied, you must comply with the heating and application specifications for liquid asphalt in Section 93, "Liquid Asphalts."

**92-1.04 MEASUREMENT**

If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."

The Engineer determines the asphalt weight from volumetric measurements if you:

1. Use a partial asphalt load
2. Use asphalt at a location other than a mixing plant and no scales within 20 miles are available and suitable
3. Deliver asphalt in either of the following:

    3.1. A calibrated truck with each tank accompanied by its measuring stick and calibration card
    3.2. A truck equipped with a calibrated thermometer that determines the asphalt temperature at the delivery time and with a vehicle tank meter complying with the specifications for weighing, measuring, and metering devices in Section 9-1.01, "Measurement of Quantities"

If you furnish hot mix asphalt from a mixing plant producing material for only one project, the Engineer determines the asphalt quantity by measuring the volume in the tank at the project's start and end provided the tank is calibrated and equipped with its measuring stick and calibration card.

The Engineer determines pay quantities from volumetric measurements as follows:

1. Before converting the volume to weight, the Engineer reduces the measured volume to that which the asphalt would occupy at 60 °F.
2. The Engineer uses 235 gallons per ton and 8.51 pounds per gallon for the average weight and volume for PG and PG Polymer Modified asphalt grades at 60 °F.
3. The Engineer uses the Conversion Table in Section 93, "Liquid Asphalts."

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## SECTION 93 LIQUID ASPHALTS
**(Issued 11-03-06)**

**In Section 93-1.04 replace the 9th paragraph with:**

The following Legend and Conversion Table is to be used for converting volumes of liquid asphalt products, Grades 70 to 3000, inclusive, and paving asphalt Grades PG 58-22, PG 64-10, PG 64-16, PG 64-28, and PG 70-10, and Grades PG 58-34 PM, PG 64-28 PM, and PG 76-22 PM.