

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

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

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



**STATE OF CALIFORNIA**

**DEPARTMENT OF TRANSPORTATION**

---

**NOTICE TO CONTRACTORS  
AND**

**SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE HIGHWAY IN**

**CALAVERAS COUNTY NEAR CAMP CONNELL FROM 2.1 km EAST OF OTTAWA DRIVE TO 2.6 km WEST  
OF CABBAGE PATCH MAINTENANCE STATION**

**DISTRICT 10, ROUTE 4**

---

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

---

**CONTRACT NO. 10-1A5004**

**10-Cal-4-79.8/R93.3**

**Federal Aid Project  
ACSTP-P004(117)E**

**Bids Open: June 21, 2000  
Dated: May 22, 2000**

**QCQA**

\*\*\*\*\*

# IMPORTANT SPECIAL NOTICES

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

- The specifications for this project include Quality Control / Quality Assurance provisions for the contract item "Asphalt Concrete" in the Special Provisions. In addition to the project special provisions for asphalt concrete in Section 10-1 of the Special Provisions, Section 11-1, "Asphalt Concrete," of the Special Provisions replaces Section 39 of the Standard Specifications for the contract item "Asphalt Concrete."
- Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically. Surety 2000 is an Internet-based surety verification and security system, developed by the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263. Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000. The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system. "Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required

in the specifications during the pilot study. The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents. The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

# TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	1
COPY OF ENGINEER'S ESTIMATE .....	3
SPECIAL PROVISIONS .....	4
SECTION 1. SPECIFICATIONS AND PLANS.....	4
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	4
2-1.01 GENERAL.....	4
2-1.015 FEDERAL LOBBYING RESTRICTIONS.....	4
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	5
2-1.02A DBE GOAL FOR THIS PROJECT.....	6
2-1.02B SUBMISSION OF DBE INFORMATION .....	7
SECTION 3. AWARD AND EXECUTION OF CONTRACT.....	8
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	8
SECTION 5. GENERAL .....	9
SECTION 5-1. MISCELLANEOUS .....	9
5-1.01 PLANS AND WORKING DRAWINGS .....	9
5-1.015 LABORATORY .....	9
5-1.02 LABOR NONDISCRIMINATION.....	9
5-1.03 INTEREST ON PAYMENTS .....	9
5-1.04 PUBLIC SAFETY .....	10
5-1.05 SURFACE MINING AND RECLAMATION ACT.....	11
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	11
5-1.07 YEAR 2000 COMPLIANCE.....	11
5-1.075 BUY AMERICA REQUIREMENTS.....	11
5-1.08 SUBCONTRACTOR AND DBE RECORDS .....	12
5-1.083 DBE CERTIFICATION STATUS .....	12
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS .....	12
5-1.09 SUBCONTRACTING.....	12
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS .....	13
5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS .....	13
5-1.11 PARTNERING .....	13
5-1.01 PAYMENTS.....	14
5-1.02 FIRE PLAN .....	14
SECTION 6. (BLANK).....	16
SECTION 7. (BLANK).....	16
SECTION 8. MATERIALS .....	16
SECTION 8-1. MISCELLANEOUS .....	16
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS .....	16
8-1.02 APPROVED TRAFFIC PRODUCTS.....	22
SECTION 8-2. (BLANK) .....	27
SECTION 8-3. WELDING.....	27
8-3.01 WELDING ELECTRODES .....	27
SECTION 9. (BLANK).....	27
SECTION 10. CONSTRUCTION DETAILS.....	27
SECTION 10-1. GENERAL .....	27
10-1.01 ORDER OF WORK.....	27
10-1.02 WATER POLLUTION CONTROL.....	27
10-1.03 OBSTRUCTIONS .....	30
10-1.04 CONSTRUCTION AREA SIGNS .....	30
10-1.05 MAINTAINING TRAFFIC.....	31
10-1.06 CLOSURE REQUIREMENTS AND CONDITIONS .....	32
10-1.07 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.....	33
10-1.08 TEMPORARY PAVEMENT DELINEATION .....	34
10-1.09 PORTABLE CHANGEABLE MESSAGE SIGN.....	35
10-1.10 TEMPORARY CRASH CUSHION MODULE.....	36

10-1.11	EXISTING HIGHWAY FACILITIES .....	37
10-1.12	SHOULDER BACKING .....	38
10-1.13	SEAL RANDOM CRACKS IN EXISTING SURFACING .....	39
10-1.14	ASPHALT CONCRETE .....	40
10-1.15	ASPHALT CONCRETE (MISCELLANEOUS AREAS) .....	41
10-1.16	REPLACE ASPHALT CONCRETE SURFACING .....	41
10-1.17	DELINEATORS .....	42
10-1.18	METAL BEAM GUARD RAILING .....	42
10-1.19	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE).....	43
10-1.20	PAINT PAVEMENT MARKING .....	44
SECTION 11.	QUALITY CONTROL / QUALITY ASSURANCE.....	44
SECTION 12.	(BLANK).....	72
SECTION 13.	(BLANK).....	72
SECTION 14	FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....	73

## STANDARD PLANS LIST

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

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20C	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24B	Pavement Markings - Arrows
A24D	Pavement Markings - Words
A73A	Object Markers
A73C	Delineators, Channelizers and Barricades
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77AA	Metal Beam Guard Railing – Typical Steel Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77CA	Metal Beam Guard Railing – Steel Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77E	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing – Typical Embankment Widening for End Treatments
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
A77L	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A77M	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A87	Curbs, Dikes and Driveways
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T17	Traffic Control System for Moving Lane Closure On Two Lane Highways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

DEPARTMENT OF TRANSPORTATION

---

NOTICE TO CONTRACTORS

---

CONTRACT NO. 10-1A5004

10-Cal-4-79.8/R93.3

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN CALAVERAS COUNTY NEAR CAMP CONNELL FROM 2.1 km EAST OF OTTAWA DRIVE TO 2.6 km WEST OF CABBAGE PATCH MAINTENANCE STATION**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on June 21, 2000, at which time they will be publicly opened and read in Room 0100 at the same address.

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

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN CALAVERAS COUNTY NEAR CAMP CONNELL FROM 2.1 km EAST OF OTTAWA DRIVE TO 2.6 km WEST OF CABBAGE PATCH MAINTENANCE STATION**

General work description: Existing highway to be resurfaced with AC asphalt.

This project has a goal of 13 percent disadvantaged business enterprise (DBE) participation. No prebid meeting is scheduled for this project.

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

Bids are required for the entire work described herein.

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

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

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

Cross sections for this project are not available.

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

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

The Caltrans Central Region Construction Office is located at 850 L Street, Fresno CA 93721-2615. The District Duty Senior for this project can be reached at (209) 948-7849, or by fax at (209) 948-7358. The Department will consider bidder inquiries only when a completed Bidder Inquiry Form is submitted. The Bidder Inquiry Form is available on the Internet at <http://www.dot.ca.gov/dist6/construction>. To the extent feasible and at the discretion of the Department, completed Bidder Inquiry Forms submitted for the consideration will be investigated, and responses will be posted on the Internet at <http://www.dot.ca.gov/dist6/construction>.

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

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

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated May 22, 2000

AA

**COPY OF ENGINEER'S ESTIMATE**  
**(NOT TO BE USED FOR BIDDING PURPOSES)**  
**10-1A5004**

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
2 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
3 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM
4	150771	REMOVE ASPHALT CONCRETE DIKE	M	3700
5 (S)	151572	RECONSTRUCT METAL BEAM GUARD RAILING	M	290
6 (S)	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	M2	310
7	198007	IMPORTED MATERIAL (SHOULDER BACKING)	TONN	2280
8	374206	SEAL RANDOM CRACKS	LNKM	27
9	390095	REPLACE ASPHALT CONCRETE SURFACING	M3	1070
10	390103	ASPHALT CONCRETE (TYPE B)	TONN	28 900
11	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	6620
12	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	M	5300
13	397001	ASPHALTIC EMULSION (PAINT BINDER)	TONN	75
14	018466	GUARD RAILING DELINEATOR (TYPE F)	EA	20
15 (S)	839559	TERMINAL SYSTEM (TYPE ET)	EA	2
16 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6
17 (S)	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	41 200
18 (S)	840666	PAINT PAVEMENT MARKING (2-COAT)	M2	4

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

---

**SPECIAL PROVISIONS**

**Annexed to Contract No. 10-1A5004**

**SECTION 1. SPECIFICATIONS AND PLANS**

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

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

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

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.01 GENERAL**

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

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

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

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

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

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

**2-1.015 FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

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

### **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

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

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
  - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
  - 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
  - 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
  - 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

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

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

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

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

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

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

#### **2-1.02A DBE GOAL FOR THIS PROJECT**

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

Disadvantaged Business Enterprise (DBE): 13 percent

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

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

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:
Triaxial Management Services, Inc. - Oakland  1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792

Districts 08, 11 and 12:
Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108

Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128

Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

**2-1.02B SUBMISSION OF DBE INFORMATION**

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

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

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

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

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

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

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

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

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

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

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

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

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

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

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

The work shall be diligently prosecuted to completion before the expiration of **45 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$ 1800.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**SECTION 5. GENERAL**  
**SECTION 5-1. MISCELLANEOUS**

**5-1.01 PLANS AND WORKING DRAWINGS**

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

**5-1.015 LABORATORY**

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

**5-1.02 LABOR NONDISCRIMINATION**

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

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

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

**5-1.03 INTEREST ON PAYMENTS**

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

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

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

**5-1.04 PUBLIC SAFETY**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5-1.05 SURFACE MINING AND RECLAMATION ACT**

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

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

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

#### **5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

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

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

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

#### **5-1.07 YEAR 2000 COMPLIANCE**

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

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

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

#### **5-1.075 BUY AMERICA REQUIREMENTS**

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

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

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

### **5-1.08 SUBCONTRACTOR AND DBE RECORDS**

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

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

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

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

### **5-1.083 DBE CERTIFICATION STATUS**

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

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

### **5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

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

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

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

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

### **5-1.09 SUBCONTRACTING**

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

Contract No. <Dist>-<Contract\_No>

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

[http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

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

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

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

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

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

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

#### **5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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

#### **5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

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

#### **5-1.11 PARTNERING**

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

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

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

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

### 5-1.01 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

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

### 5-1.02 FIRE PLAN

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

- A. The Contractor shall be responsible for:
  1. obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
  2. immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
  3. preventing project personnel from setting open fires not part of the work, unless the Fire Index is at "Low," or the determination of the Fire Index is suspended or, if in an area not covered by the Fire Index rating system, the Engineer determines that the fire hazard is negligible,
  4. preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
- B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.
- C. Toilets shall have a metal receptacle, at least 150 mm in diameter by 200 mm deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 15 m of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 4.6 m from the engine.
- E. The work areas shall be kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.
- F. The Contractor shall furnish each piece of equipment with the following:
  1. one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
  2. one shovel and one back-pack 20-L water-filled tank with pump for each welder,
  3. one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 8 m from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234,
  4. shovels shall be size "O" or larger and shall be not less than 1.2 m in length.
- G. The Contractor shall furnish a pickup truck and driver that will be available for fire control during working hours and as specified herein.
  1. The truck shall be equipped with 10 shovels, 5 axes, 2 back-pack 20-L water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor and approved by the Engineer.
  2. The truck shall be equipped with a 380-L tank of water with a gasoline motor powered pump and 30 m of 19-mm hose on a reel.
  3. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than one-half hour after the shutdown of the work.

H. The Contractor shall be aware of the Fire Index and conform to the following:

1. The Wild Land Fire Danger Rating System established by the United States Forest Service and the State of California Department of Forestry is designed to estimate the relative effect of weather on the several aspects of fire behavior, such as spread, intensity, and ignition.
2. The combination of these effects makes up the Fire Index, the severity of which is as follows:

LOW MEDIUM HIGH VERY HIGH EXTREME

3. Arrangements have been made with the United States Forest Service and the Department of Forestry to notify the Department of Transportation when the Fire Index is "Very High" or "Extreme" within numbered Fire Danger areas as shown on maps furnished by the Department of Transportation. This information will be furnished to the Engineer, who will notify the Contractor for dissemination and action in the area affected.
4. When the Fire Index reaches "Very High," the following conditions will prevail:

Falling of dead trees or snags shall be discontinued.
No open burning will be permitted; fires shall be extinguished.
Welding shall be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 4.6 m.
Blasting shall be discontinued.
Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break, unless prohibited by other authority.
Vehicular travel will be restricted to cleared areas except in case of emergency.

5. When the Fire Index reaches "Extreme," the following precautions shall be taken in addition to the conditions specified above:

Work of a nature which could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.
Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

Following is the average percent probability of occurrence of Fire Index ratings of "Very High" and "Extreme" for the project area. These averages are based on 10 years of recorded data. The State does not expressly or by implication predict that the actual occurrence of hazardous fire days for a given year will correspond with these average probabilities.

Project Area	Percent Probability	
	Very High	Extreme
370	6	2

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

If field and weather conditions become such that the determination of the Fire Index is suspended, the provisions under items "G" and "H" of this section will not be enforced for the period of the suspension of the determination of the Fire Index. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Index.

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

**SECTION 6. (BLANK)**  
**SECTION 7. (BLANK)**  
**SECTION 8. MATERIALS**  
**SECTION 8-1. MISCELLANEOUS**

**8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS**

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

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

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

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

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

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

METRIC SIZE SHOWN ON THE PLANS mm <sup>2</sup>	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch <sup>2</sup> x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0

MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

**SUBSTITUTION TABLE FOR BAR REINFORCEMENT**

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

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

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

**CONVERSION TABLE FOR SIZES OF:**

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

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

70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

**CONVERSION TABLE FOR WIRE**

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

**CONVERSION TABLE FOR PIPE PILES**

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

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

**CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER**

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

**CONVERSION TABLE FOR NAILS AND SPIKES**

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

**CONVERSION TABLE FOR IRRIGATION COMPONENTS**

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

**8-1.02 APPROVED TRAFFIC PRODUCTS**

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

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

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

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

**PAVEMENT MARKERS, PERMANENT TYPE**

**Retroreflective**

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

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

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

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

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)\*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*

\*For use only in 114 mm wide (older) recessed slots

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

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

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

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

## **PAVEMENT MARKERS, TEMPORARY TYPE**

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

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

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

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

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

## **STRIPING AND PAVEMENT MARKING MATERIALS**

### **Permanent Traffic Striping and Pavement Marking Tape**

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

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

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

**Preformed Thermoplastic (Heated in place)**

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

**Removable Traffic Paint**

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

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 1700 mm**

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

**Special Use Flexible Type, 1700 mm**

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

**Surface Mount Flexible Type, 1200 mm**

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

**CHANNELIZERS**

**Surface Mount Type, 900 mm**

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

**CONICAL DELINEATORS, 1070 mm**

(For 700 mm Traffic Cones, see Standard Specifications)

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

**OBJECT MARKERS**

**Type "K", 450 mm**

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

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

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

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- F. The Line Connection, Model DP21-4Q

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

**Impactable Type**

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

**Non-Impactable Type**

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

**THREE BEAM BARRIER MARKERS**

(For use to the left of traffic)

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

**CONCRETE BARRIER DELINEATORS, 400 mm**

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

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

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

- A. Stinson Equipment Company "SaddleMarker"

**SOUND WALL DELINEATOR**

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

- A. Davidson Plastics, PCBM S-36

**GUARD RAILING DELINEATOR**

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

**Wood Post Type, 686 mm**

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

**Steel Post Type**

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

## **RETROREFLECTIVE SHEETING**

### **Channelizers, Barrier Markers, and Delineators**

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

### **Traffic Cones, 330 mm Sleeves**

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

### **Traffic Cones, 100 mm and 150 mm Sleeves**

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

### **Barrels and Drums**

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

### **Barricades: Type I, Engineer Grade**

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

### **Barricades: Type II, Super Engineer Grade**

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

### **Signs: Type II, Super Engineer Grade**

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

### **Signs: Type III, High-Intensity Grade**

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

### **Signs: Type IV, High-Intensity Prismatic Grade**

- A. Stimsonite Series 6200

### **Signs: Type VII, High-Intensity Prismatic Grade**

- A. 3M Series 3900

### **Signs: Type VI, Roll-Up Signs**

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

## **SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS**

### **Aluminum**

### **Fiberglass Reinforced Plastic (FRP)**

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

**SECTION 8-2. (BLANK)**  
**SECTION 8-3. WELDING**

**8-3.01 WELDING ELECTRODES**

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

**SECTION 9. (BLANK)**  
**SECTION 10. CONSTRUCTION DETAILS**  
**SECTION 10-1. GENERAL**

**10-1.01 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

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

Attention is directed to "Maintaining Traffic", "Temporary Pavement Delineation", "Shoulder Backing" of these special provisions.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

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

**10-1.02 WATER POLLUTION CONTROL**

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

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

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

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

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

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

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

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

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

#### **WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES**

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

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

Within 15 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

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

The WPCP shall incorporate control measures in the following categories:

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

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

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

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

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

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

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

### **WPCP IMPLEMENTATION**

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

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

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

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

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

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

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

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

### **MAINTENANCE**

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

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

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

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

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

**PAYMENT**

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

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

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

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

**10-1.03 OBSTRUCTIONS**

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

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

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

**10-1.04 CONSTRUCTION AREA SIGNS**

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

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

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

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

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

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

#### **10-1.05 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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

The total length of a lane closures shall not exceed 2 km.

No more than one lane closure system will be allowed at a time.

Attention is directed to "Portable Changeable Message Signs" of these special provisions concerning the use of portable changeable message signs for lane closures.

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

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

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

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

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

Chart No. 1 Two-Lane Conventional Highway Lane Requirements																								
Location: Cal-4-KP 79.8/R93.3																								
FROM HOUR TO HOUR	a.m.												p.m.											
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Fridays	R	R	R	R	R	R	R	R	R	R	R	R	R	R										
Saturdays																								
Sundays																				R	R	R	R	R
Day before designated legal holiday																								
Designated legal holidays																								
<b>Legend:</b> <input type="checkbox"/> R A minimum of one paved traffic lane, not less than 3.0 m wide, shall be open for use by public traffic. (Reversing Control). <input type="checkbox"/> No work that interferes with public traffic will be allowed																								
REMARKS:																								

**10-1.06 CLOSURE REQUIREMENTS AND CONDITIONS**

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

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

**CLOSURE SCHEDULE**

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

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

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

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

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

**CONTINGENCY PLAN**

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

**LATE REOPENING OF CLOSURES**

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

## **COMPENSATION**

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

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

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

## **10-1.07 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.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

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

### **STATIONARY LANE CLOSURE**

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

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

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

### **MOVING LANE CLOSURE**

Flashing arrow signs used in moving lane closures shall be truck-mounted. Flashing arrow signs shall be in the caution display mode when used on 2-lane highways. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted. The full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor; Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor, Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be \_\_\_\_\_ mm  $\pm$  \_\_\_\_\_ mm above the ground at all points for proper impact performance." A TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMAs in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

#### **PAYMENT**

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

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

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

#### **10-1.08 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

## **GENERAL**

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removeable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

## **TEMPORARY LANELINE AND CENTERLINE DELINEATION**

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 7.3 m shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 (ROAD CONSTRUCTION AHEAD) or C23 (ROAD WORK AHEAD) signs shall be installed from 300 m to 600 m ahead of "no passing" zones. R63 (DO NOT PASS) signs shall be installed at the beginning and at every 600-m interval within "no passing" zones. For continuous zones longer than 3 km, W71 (NEXT \_\_\_\_\_ MILES) signs shall be installed beneath the C18 or C23 signs installed ahead of "no passing" zones. R64 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary raised pavement markers used for temporary laneline and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

## **10-1.09 PORTABLE CHANGEABLE MESSAGE SIGN**

Portable changeable message signs shall be furnished, placed, operated, and maintained where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Two portable changeable message signs shall be required for each lane closures system, one for each direction of travel.

The contract lump sum price paid for portable changeable message sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location, and removing the portable changeable message signs, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### 10-1.10 TEMPORARY CRASH CUSHION MODULE

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

Attention is directed to "Public Safety" of these special provisions.

#### GENERAL

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

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

#### MATERIALS

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

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
  
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
  - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
  
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pinteroesco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
  - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
  - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

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

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

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

## **INSTALLATION**

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

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

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

## **MEASUREMENT AND PAYMENT**

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

### **10-1.11 EXISTING HIGHWAY FACILITIES**

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

#### **REMOVE ASPHALT CONCRETE DIKE**

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

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

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

#### **RECONSTRUCT METAL BEAM GUARD RAILING**

Existing metal beam guard railing, where shown on the plans to be reconstructed, shall be reconstructed.

Attention is directed to "Order of Work" of these special provisions regarding the reconstruction of metal beam guard railing at those locations exposed to public traffic.

Cable anchor assemblies or terminal anchor assemblies, including concrete anchors and steel foundation tubes, shall be completely removed and disposed of.

New posts, blocks, and hardware shall be furnished and used to reconstruct metal beam guard railing. New posts and blocks shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Posts, blocks, and other components of the removed metal beam guard railing, including terminal sections, that are not used in the reconstruction work shall be disposed of.

Full compensation for furnishing and installing new posts, blocks, and hardware; for connecting reconstructed metal beam guard railing to existing structures, other flat concrete surfaces or terminal systems; and for removing and disposing of cable anchor assemblies shall be considered as included in the contract price paid per meter for reconstruct metal beam guard railing and no separate payment will be made therefor.

Terminal System (Type ET) and Terminal System (SRT) for connection to reconstructed metal beam guard railing will be measured and paid for separately in conformance with the provisions in "Terminal System (Type ET)" and "Terminal System SRT)" of these special provisions.

#### **COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planned widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square meter. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**10-1.12 SHOULDER BACKING**

This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing in conformance with the details shown on the plans and these special provisions.

The material for shoulder backing shall be imported material conforming to the following grading and quality requirements:

Grading Requirements		Quality Requirements
Sieve Sizes	Percentage Passing	Sand Equivalent
25-mm	100	
19-mm	85 -100	10 Min.
4.75-mm	20 - 50	
75-µm	10 -35	

Material used for shoulder backing shall not contain asphalt in any form.

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and removed debris shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Shoulder backing material shall be thoroughly mixed with basement material by scarifying or blading and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on the new surfacing prior to placing the material in the final position nor shall the material be deposited onto the new surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of a portion of new surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane, adjacent to uncompleted shoulder backing, to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and C31 (Low Shoulder) signs off of and adjacent to the new surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 150 m on tangents and 60 m on curves. C31 signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 600 m. The portable delineators and C31 signs shall be maintained in place at each location until shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Quantities of imported material (shoulder backing) will be measured by the tonne in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications, except that the mass of water in the aggregate will not be determined and no deduction will be made from the mass of material delivered to the work.

The contract price paid per tonne for imported material (shoulder backing) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, C31 signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.13 SEAL RANDOM CRACKS IN EXISTING SURFACING**

Cracks in the existing asphalt concrete surfacing of the traffic lanes and shoulders shall be prepared and filled with crack sealant and covered with sand and aggregate as shown on the plans and in accordance with these special provisions.

Cracks in the existing asphalt concrete surfacing and shoulders that are 5-mm wide and wider shall be prepared and sealed. The limits of the lanes and shoulders to be prepared and sealed shall be as designated on the plans or as directed by the Engineer.

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications with each shipment of crack sealant. Said certificate shall also certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.

**MATERIALS**

The polyester fiber asphalt crack sealant shall be a mixture of paving asphalt and polyester fibers conforming to the following requirements:

- (1) Paving asphalt shall be Grade AR-4000 conforming to Section 92, "Asphalt," of the Standard Specifications.
- (2) Polyester fiber shall conform to the following:

Specification	Requirements
Denier	3 to 5
Length	±6 mm
Color	Natural (white)
Crimps	None
Tensile Strength	538 MPa to 607 MPa
Specific Gravity	1.38
Melt Temperature	248°C to 254°C
Elongation at Break	35-38 percent

The polyester fibers shall be thoroughly mixed with the paving asphalt at the rate of 5 ± 1/2 percent by mass of the paving asphalt. The paving asphalt and polyester fibers shall be heated and mixed in a jacketed double boiler type melting unit which is equipped with both agitation and recirculating systems. The temperature of the heat transfer oil in the melting unit shall not exceed 218°C when melting the asphalt and polyester fiber crack sealant. The melting unit must be capable of safely heating the crack sealant to 204°C. Crack sealant shall be applied while the temperature range of the crack sealant is between 163°C and 191°C, and the ambient temperature is between 4°C and 32°C.

Cracks that are 25-mm wide or wider shall be filled with sealant flush with the existing asphalt concrete surfacing and shoulders. While the sealant is still hot, these cracks shall be covered with crushed aggregate conforming to the provisions for Type II slurry seal in Section 37-2.02C, "Aggregate," of the Standard Specifications and compacted with a wetted steel wheel roller or vibrating plate compactor large enough to compact the sealant to the cross section shown on the plans.

## PREPARATION

Cracks to be filled and adjacent asphalt concrete surfacing shall be cleaned and shall be free of dirt, vegetation, debris and loose sealant. Cleaning shall be done by air blasting or other means, approved by the Engineer. Old sealant which protrudes above the asphalt concrete surfacing shall be completely removed. Routing will not be required.

When moisture is present, hot compressed air or other means, approved by the Engineer, shall be used to clean and dry the crack immediately prior to application of material.

## APPLICATION

The crack sealant material shall be applied only after the cracks and adjacent asphalt concrete surfacing have been cleaned.

Crack sealant material shall be spread with any type nozzle or device approved for use by the Engineer that will place the material within the specified temperature range and to the dimensions shown on the plans.

All cracks shall be squeegeed when necessary after application of the crack sealant material.

Within 2 days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulders shall be resealed.

A light brooming shall be performed to remove loose excess sand prior to opening a lane to public traffic that is not controlled by a pilot car.

## MEASUREMENT AND PAYMENT

Seal random cracks in the existing asphalt concrete surfacing will be measured and paid for by the lane-kilometers.

Seal random cracks will be measured along the edge of each paved lane, to which sealant is applied. The length of lane kilometers to be paid for will be determined from actual measurement. Such measurement will be made parallel to the gradient of the pavement, or by kilometer-post, as determined by the Engineer.

The contract price paid per lane kilometer for seal random cracks shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing random cracks, complete in place, including furnishing and applying sand and aggregate and for brooming excess sand and aggregate as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for cleaning and sealing random cracks in adjacent paved shoulders shall be considered as included in the contract price paid per lane kilometer for seal random cracks and no separate payment will be made therefor.

### 10-1.14 ASPHALT CONCRETE

Asphalt concrete shall be Type B and shall conform to the provisions in Section 11-1, "Quality Control / Quality Assurance," of these special provisions and these special provisions.

The aggregate for Type B asphalt concrete shall conform to the 19~mm maximum, medium grading specified in Section 39-2.02, "Aggregate," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

In addition to the provisions for aggregate in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade AR-4000 in the amount of asphalt determined to be optimum by California Test 367:

Quality Requirement		
Test	California Test	Requirement
Surface Abrasion	360 (July 1998)	Loss not to exceed 0.40 grams/cm <sup>2</sup>

In addition to the provisions in Section 39-9.01, "Spreading Equipment," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled manually.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3-mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner the screed was controlled when placing the initial mat.

If the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

If the automatic screed controls fail to operate properly during a day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

If the finished surface of the asphalt concrete on Route 4 traffic lanes does not meet the specified surface tolerances, the finished surface shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat applied on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 46 mm will not be allowed at any time between adjacent lanes open to public traffic.

Shoulders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

Asphalt concrete surfacing shall be placed on existing surfacing, including curve widening, chain control lanes, turnouts, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract prices paid per tonne for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

#### **10-1.15 ASPHALT CONCRETE (MISCELLANEOUS AREAS)**

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions for miscellaneous areas in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete placed in miscellaneous areas may be produced in conformance with the requirements for asphalt concrete placed on the traveled way in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, and overside drains shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Aggregate for asphalt concrete dikes shall conform to the 9.5-mm maximum grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

Asphalt concrete placed in miscellaneous areas will be paid for at the contract price per tonne for asphalt concrete in conformance with the provisions in Section 11-1, "Quality Control / Quality Assurance," of these special provisions. Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, shall not apply to asphalt concrete placed in miscellaneous areas. Payment for placing asphalt concrete in miscellaneous areas and dikes will be in conformance with the provisions in Section 39-8.02, "Payment," of the Standard Specifications.

#### **10-1.16 REPLACE ASPHALT CONCRETE SURFACING**

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

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

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

The outline of the asphalt concrete surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 46 mm before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured or paid for.

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

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

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

Asphalt concrete used for replace asphalt concrete surfacing shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications.

At the Contractor's option, asphalt concrete used for replace asphalt concrete surfacing may be produced in conformance with the provisions for asphalt concrete placed on the traveled way in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

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

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

#### **10-1.17 DELINEATORS**

Delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Delineators on flexible posts shall conform to the provisions in "Approved Traffic Products" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Approved Traffic Products" of these special provisions.

#### **10-1.18 METAL BEAM GUARD RAILING**

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

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

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

### **TERMINAL SYSTEM (TYPE ET)**

Terminal system (Type ET) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type ET) shall be an ET-2000 (4-tube system) extruder terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type ET) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the ET-2000 (4-tube system) extruder terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the ET-2000 (4-tube system) extruder terminal, FOB Centerville, Utah is \$1,305.00, not including sales tax.

The above price will be firm for orders placed on or before June 30, 2000, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems (Type ET) conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

The terminal system (Type ET) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type ET) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

### **TERMINAL SYSTEM (TYPE SRT)**

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$865.00, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

### **10-1.19 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)**

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall conform to the requirements of the Department of Transportation Specification PTH 392B, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow.

Sprayable thermoplastic material for traffic stripes shall be applied by spray methods in a single uniform layer at the minimum thickness of 0.76-mm.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Approved Traffic Products" of these special provisions, may be placed instead of the sprayable thermoplastic traffic stripes specified herein, except that "Stamark" Brand Pavement Tape, Bisymmetric 1.75 Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of sprayable thermoplastic traffic stripes, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two, 100 mm wide yellow stripes will be measured as one traffic stripe.

The contract price paid per meter for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.20 PAINT PAVEMENT MARKING**

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

Asphalt concrete shall conform to the provisions in this Section 11-1, "Quality Control / Quality Assurance," and the section entitled "Asphalt Concrete" in Section 10-1, "General," of these special provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply to Type A and Type B asphalt concrete.

## **SECTION 11. QUALITY CONTROL / QUALITY ASSURANCE**

### **SECTION 11-1. ASPHALT CONCRETE**

#### **11-1.01 GENERAL**

Asphalt concrete for this project shall conform to the requirements of this Section 11-1, "Asphalt Concrete," and the section entitled "Asphalt Concrete" in Section 10-1, "General," elsewhere in these special provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply for Type A and Type B asphalt concrete for this project.

### **SECTION 39 ASPHALT CONCRETE 39-1 GENERAL**

#### **39-1.01 Description**

This work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, spreading and compacting the mixture, and furnishing and placing pavement reinforcing fabric, all as specified in this specification and the section entitled "Asphalt Concrete" in Section 10-1, "General," elsewhere in these special provisions.

The Contractor shall be responsible for controlling the quality of the asphalt concrete product entering the work, including mix design, mixing, spreading, and compacting asphalt concrete and of the work performed, and for developing, implementing and maintaining a quality control program. The Contractor shall also be responsible for the inspection, sampling and testing required to control the quality of the asphalt concrete and the work performed, and for the inspection, sampling and testing required to provide the Engineer with the information and test data necessary for acceptance of the asphalt concrete, complete in place.

The inspection, sampling and testing required by the Contractor to control the quality of the workmanship and the asphalt concrete product shall conform to the requirements specified herein, and the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," dated April 1996.

Asphalt concrete is designated as Type A or Type B. The type of asphalt concrete will be shown on the plans or specified in "Asphalt Concrete" in Section 10-1, "General," elsewhere in these special provisions.

Asphalt concrete shall be produced in a batch mixing plant, a continuous pugmill mixing plant, or a drier-drum mixing plant. Proportioning shall be either by hot-feed control or cold-feed control.

## 39-2 MATERIALS

### 39-2.01 Mix Design

The Contractor shall submit to the Engineer a proposed mix design and material proposed for each asphalt concrete mixture to be used, at least two weeks prior to production of that asphalt concrete mixture. The proposed mix designs shall conform to the asphalt concrete mixture quality requirements specified in Section 39-2.03, "Aggregate," of this specification. Aggregate shall conform to the quality and gradation requirements specified in Section 39-2.03, "Aggregate," of this specification, for the asphalt concrete types and sizes specified in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions.

The Contractor shall furnish test data in support of each proposed mix design. The test data furnished shall be for an asphalt concrete mixture that conforms to the proposed target values. In addition, the Contractor shall also furnish samples of the aggregate, asphalt binder and all additives proposed for use in each asphalt concrete mixture. The Contractor shall submit the following for each asphalt concrete mixture proposed for use under the contract:

#### A. Aggregate and mineral filler:

1. Target values for percent passing each sieve size for the aggregate blend. The proposed target values, for the specified type and aggregate size, shall conform to the aggregate gradation limits specified in Section 39-2.03, "Aggregate," of this specification;
2. Results of tests for aggregate quality requirements specified in Section 39-2.03, "Aggregate," of this specification;
3. Source of each aggregate to be used;
4. Percentage of each aggregate stockpile or hot bin to be used;
5. Gradation of each aggregate stockpile or hot bin to be used; and
6. Samples from each aggregate stockpile or hot bin to be used. These samples shall be representative of the material to be used and shall have been processed in a manner representative of that for the material to be used in the work.
  - a. 60 kg of each coarse aggregate;
  - b. 40 kg of each intermediate and fine aggregate; and
  - c. 5 kg of each mineral filler.

#### B. Asphalt binder:

1. Target value for asphalt binder content for each proposed asphalt concrete mixture;
2. Four individual one-liter samples of the asphalt binder to be used in each proposed asphalt concrete mixture;
3. Results of the asphalt binder quality tests as specified in Section 92, "Asphalts," of the Standard Specifications; and
4. Material safety data sheets.

#### C. Antistrip additives, when applicable:

1. A 5-kg sample of dry additive or a one-liter sample of liquid antistrip additive, including name of product, manufacturer, manufacturer's numerical designation (if any) and proposed rate, location and method of addition; and
2. Material safety data sheets.

The Engineer will test the Contractor's proposed asphalt concrete mix design for verification using the proposed aggregate gradation and asphalt binder content target values, and the quality and asphalt concrete mixture requirements specified in Section 39-2.03, "Aggregate," of this specification. Asphalt concrete production for this project shall not begin until the Contractor has received written notification that the proposed mix design to be used has been verified by the Engineer.

Changes from one mix design to another shall not be made during the progress of the work, unless permitted in writing by the Engineer. The Contractor shall submit to the Engineer a proposed mix design for each new asphalt concrete mixture to be used at least two weeks prior to production of that mixture. Asphalt concrete mix designs not verified by the Engineer shall not be used. Changes in stockpile or hot bin proportions to conform to aggregate grading requirements will not be considered changes in the mix design. Changes in asphalt binder content or aggregate grading target values will not be applied retroactively for acceptance or payment.

The Engineer will determine all asphalt concrete mix design evaluation costs incurred as a result of Contractor requested verification of additional asphalt concrete mix design proposals. The mix design evaluation costs, as determined by the Engineer, will be deducted from any moneys due or to become due the Contractor.

39-2.02 Asphalts

Asphalt binder to be mixed with aggregate shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications, and shall be of the grade designated in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions, or as determined by the Engineer. The amount of asphalt binder to be mixed with the aggregate will be determined by the Contractor and verified by the Engineer, as specified in Section 39-2.01, "Mix Design," of this specification. In support of the material certification requirements specified in Section 92, "Asphalts," of the Standard Specifications, the Contractor shall obtain 2 individual one-liter samples of the asphalt binder for each day of asphalt concrete production. The sample containers shall be labeled with the date and time of sampling and shall be submitted to the Engineer on a weekly basis.

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts," of the Standard Specifications, and shall be the grade designated by the contract item or specified in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions.

Asphalt emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications, for the rapid-setting or slow-setting type and grade approved by the Engineer.

Paving asphalt to be used as a binder for pavement reinforcing fabric shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications, and shall be Grade AR-4000, unless otherwise ordered by the Engineer.

39-2.03 Aggregate

All aggregates shall be clean and free from decomposed or organic materials and other deleterious substances. Coarse aggregate is material retained on the 4.75-mm sieve, fine aggregate is material passing the 4.75-mm sieve, and supplemental fine aggregate is added fine material passing the 600-µm sieve, including, but not limited to, cement and stored fines from dust collectors.

The combined aggregate shall conform to the requirements of this section.

The target value for the percent passing each designated sieve size for the aggregate blend used in the proposed asphalt concrete mixture shall fall within the "Target Value Limits" of the following table:

**AGGREGATE GRADATION**  
Type A and Type B Asphalt Concrete  
Percentage Passing

19-mm Maximum, Coarse		19-mm Maximum, Medium	
Sieve Sizes	Target Value Limits	Sieve Sizes	Target Value Limits
25-mm	100	25-mm	100
19-mm	90-100	19-mm	90-100
9.5-mm	60-75	9.5-mm	65-80
4.75-mm	45-50	4.75-mm	49-54
2.36-mm	32-36	2.36-mm	36-40
600-µm	15-18	600-µm	18-21
75-µm	3-7	75-µm	3-8

12.5-mm Maximum, Coarse		12.5-mm Maximum, Medium	
Sieve Sizes	Target Value Limits	Sieve Sizes	Target Value Limits
19-mm	100	19-mm	100
12.5-mm	95-100	12.5-mm	95-100
9.5-mm	75-90	9.5-mm	80-95
4.75-mm	55-61	4.75-mm	59-66
2.36-mm	40-45	2.36-mm	43-49
600-µm	20-25	600-µm	22-27
75-µm	3-7	75-µm	3-8

During asphalt concrete production, aggregate gradation shall be within the limits specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. Conformance with these grading requirements will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between the blends of the different aggregates.

The combined aggregate shall conform to the following quality requirements prior to the addition of the asphalt binder:

Aggregate Quality Requirements

Quality	California Test	Asphalt Concrete	
		Type A	Type B
Percent of Crushed Particles Coarse Aggregate (Min.) Fine Aggregate (Passing 4.75-mm, Retained on 2.36-mm) (Min.)	205	90% 70%	25% 20%
Los Angeles Rattler Loss at 100 Rev. (Max.) Loss at 500 Rev. (Max.)	211	12% 45%	50%
Sand Equivalent (Min.)	217	47	42
K <sub>c</sub> Factor (Max.)	303	1.7	1.7
K <sub>f</sub> Factor (Max.)	303	1.7	1.7

The asphalt concrete mixture, composed of the proposed aggregate blend and the proposed asphalt binder content as determined by California Test 367, shall conform to the following requirements:

Asphalt Concrete Mixture Requirements

Design Parameters	California Test	Asphalt Concrete	
		Type A	Type B
Hveem Stabilometer Value (Min.)	366	37	35
Percent air voids	367	3-5	3-5
Swell Max. (Millimeters)	305	0.76	0.76

#### 39-2.04 Pavement Reinforcing Fabric

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

### 39-3 CONTRACTOR QUALITY CONTROL

#### 39-3.01 General

The Contractor shall establish, provide and maintain a quality control system which will provide assurance to the Engineer that all materials and completed construction, submitted for acceptance, conform to the contract requirements specified herein. The Contractor shall also be responsible for the quality of all component materials contained within the asphalt concrete product, complete in place, procured from subcontractors or vendors.

At least 14 days prior to the start of production of asphalt concrete, the Contractor shall submit to the Engineer for approval a written Quality Control Plan which shall be used to ensure the quality of the product and the work. The production of asphalt concrete shall not begin until the Quality Control Plan is approved by the Engineer.

#### 39-3.02 Quality Control Plan

The Contractor shall provide a Quality Control Plan which shall describe the organization and procedures which the Contractor shall use to administer the quality control system including the procedures used to control the production process, to determine when changes to the production process are needed, and the procedures proposed to be used to implement the required changes. The Quality Control Plan shall meet the minimum standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," dated April 1996.

Approval of the Quality Control Plan will be based on the inclusion of all of the required information. Approval of the Quality Control Plan does not imply any warranty by the Engineer that adherence to the plan will result in production of asphalt concrete that complies with these specifications. It shall remain the responsibility of the Contractor to demonstrate such compliance. The Contractor may propose in writing a supplement to the Quality Control Plan as work progresses and must propose a supplement whenever there are changes in production or placement of asphalt concrete or to quality control procedures or personnel. Asphalt concrete production and placement shall not resume or continue until the revisions to the Quality Control Plan or quality control personnel have been approved in writing by the Engineer.

The Quality Control Plan shall include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the Quality Control Plan, including compliance with the plan and any plan modifications. The Quality Control Manager shall be directly responsible to the Contractor and shall have the authority to make decisions where quality of the work or product are concerned. All sampling, inspection and test reports shall be reviewed and signed by the Quality Control Manager prior to submittal to the Engineer.

The Quality Control Plan shall include the name and qualifications of an independent testing laboratory mutually agreed to by the Contractor and the Engineer to serve as the Third Party Laboratory in any dispute resolution. Attention is directed to Section 39-4.05, "Dispute Resolution," of this specification.

#### 39-3.03 Quality Control Inspection, Sampling and Testing

The Contractor shall perform quality control sampling and testing, provide inspection, and exercise management control to ensure that asphalt concrete production and placement conforms to the requirements specified herein.

The Contractor shall provide the required sampling, testing and inspection during all phases of the asphalt concrete work. Sampling, testing and inspection shall be performed at a rate sufficient to ensure that the asphalt concrete product conforms to the requirements specified herein. Sampling, testing, and inspection to be used by the Engineer for acceptance and determination of payment shall be performed at the minimum frequency specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification, and as outlined in the approved Quality Control Plan. The Contractor shall provide quality control inspection on the project at all times asphalt concrete paving operations are in progress.

Sampling locations for quality control tests, as specified herein, shall be determined by the Contractor using a random sampling plan approved by the Engineer. The Contractor shall establish a statistically based procedure of random sampling.

The Contractor shall obtain and split into representative portions samples in conformance with California Test 125. One representative split portion of each sample shall be reserved for possible retest during dispute resolution, according to the requirements designated in Section 39-4.05, "Dispute Resolution," of this specification.

The Contractor shall provide a testing laboratory with adequate equipment and personnel for the performance of the quality control tests. Laboratory facilities shall be clean and all sampling and testing equipment shall be maintained in proper working condition. The Engineer shall be given unrestricted access to the laboratory for inspection and to witness the Contractor's quality control activities during working hours.

Testing laboratories and inspection, sampling and testing personnel shall conform to the minimum requirements as set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," dated April 1996.

#### 39-3.04 Control Charts and Records

The Contractor shall record all sampling, testing and inspection data on forms approved by the Engineer. The Contractor shall maintain complete testing and inspection records and post all test data in the laboratory.

Upon written request by the Contractor, the Engineer will provide the test data of testing done by the State.

##### 39-3.04A Control Charts

The Contractor shall develop and maintain linear control charts. The control charts shall identify the project, test number, test parameter, applicable upper and lower specification limits, and test data. The control charts shall be used as part of the quality control system to document variability of the asphalt concrete production process, identify construction and equipment problems, and identify potential pay factor adjustments.

When test data for any quality characteristic deviates beyond the specification limits specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification, the Contractor shall take the necessary corrective action to bring the production within the specification limits, and shall document the corrective action taken in the records of inspection and testing as designated in Section 39-3.04B, "Records of Inspection and Testing," of this specification. When 3 consecutive sets of test data for any quality characteristic deviate beyond the specification limits designated in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification, the Contractor shall cease production of asphalt concrete, and shall propose corrective measures to the Engineer. Production of asphalt concrete may continue when the corrective measures have been approved by the Engineer and implemented by the Contractor.

Control charts shall be kept current and shall be posted in a location accessible to the Engineer. Control charts shall be updated each day of asphalt concrete production, and up-to-date copies shall be posted prior to the beginning of the next day's production of asphalt concrete.

##### 39-3.04B Records of Inspection and Testing

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Construction Daily Record of Inspection", on a form approved by the Engineer. The inspection record shall include the following certification signed by the Quality Control Manager:

"It is hereby certified that the information contained in this record is accurate, and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record."

For each day of asphalt concrete production,, the Contractor shall prepare an "Asphalt Concrete Testing Record" on a form approved by the Engineer. The testing record shall include the following certification signed by the Quality Control Manager:

"It is hereby certified that the information contained in this record is accurate, and that all tests and calculations documented herein comply with the requirements of the contract and the standards set forth in the testing procedures. Any exceptions to this certification are documented as a part of this record."

The Contractor shall submit sampling, testing and inspection records and certifications to the Engineer within 24 hours or by noon of the next day's asphalt concrete production, whichever period is agreed to by the Engineer at the beginning of the asphalt concrete production. If the record is incomplete or in error, a copy of the record will be returned to the Contractor with the deficiencies noted by the Engineer. The Contractor shall correct the deficiencies and return the updated record to the Engineer by the start of the following working day. When errors or omissions in the sampling, inspection or testing records repeatedly occur, the Contractor shall correct the procedures by which the records are produced.

If control charts, sampling, testing and inspection records and certifications are not posted or provided as required within the time specified herein, the Engineer may require work to be suspended until the missing control charts, sampling, testing and inspection records, and certifications have been provided.

### **39-4 ENGINEER QUALITY ASSURANCE**

#### **39-4.01 General**

The Engineer will verify conformance to contract specifications by inspection of the Contractor's procedures, evaluation of the Contractor's quality control records, and independent sampling and testing of the materials. The Engineer will obtain random samples and perform tests to verify the test data of the quality control testing performed by the Contractor.

In addition to the minimum sampling and testing requirements specified in this specification, the Contractor shall, when directed by the Engineer, obtain representative samples of any asphalt concrete mixture or material component that appears defective or inconsistent. These samples will be obtained and split into representative portions in accordance with California Test 125. The Contractor shall provide the Engineer with one representative split portion of each sample taken and shall reserve one representative split portion of each sample for possible retest during dispute resolution, according to the requirements designated in Section 39-4.05, "Dispute Resolution," of this specification. The material need not be sampled if the Contractor elects to remove and replace the material, at the Contractor's expense, or if the Contractor uses a method of correcting the situation which has been approved by the Engineer. Test data from these additional material samples shall not be used as a basis for a calculated pay factor.

#### **39-4.02 Engineer Sampling for Verification**

The Engineer will obtain random samples of aggregate, asphalt binder and asphalt concrete mixture, and test for in-place density independent of the Contractor's quality control testing. These samples may be obtained at any time during asphalt concrete production and placement operations, and will be obtained and split into representative portions in accordance with California Test 125. One of the representative split portions will be provided to the Contractor, one of the representative split portions will be tested by the Engineer and used to verify quality control test data furnished by the Contractor that has not yet been verified, and two representative split portions will be reserved by the Engineer for third party testing in accordance with the requirements of Section 39-4.05, "Dispute Resolution," of this specification.

The Engineer will permit the Contractor to witness all verification sampling. However, the Engineer will not be required to notify the Contractor of anticipated sampling schedules or locations. The Engineer will not delay sampling for the Contractor to witness the sampling.

#### **39-4.03 Engineer Testing for Verification**

Test data from the samples taken by the Engineer will be used to verify the Contractor's quality control test data.

The Engineer will sample and test for all material quality characteristics specified for statistical acceptance of the work. The Engineer's verification tests will be at a frequency of not less than 10 percent of the minimum quality control sampling and testing frequency required of the Contractor, and will be in accordance with Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. The Engineer's verification tests will be performed using the same test methods used by the Contractor.

A standard statistical test, the *t*-test for sample means, as specified in Section 39-4.04, "Statistical Verification Tests," of this specification, will be used by the Engineer to verify the Contractor's quality control sampling and testing for acceptance of the material. All quality control test data reported by the Contractor since the last completed verification by the Engineer, for each indexed quality characteristic, will be used in the comparison. If the *t*-test does not indicate that the difference between the Contractor's test data and the corresponding Engineer's verification test data is significant ( $t \leq t_{crit}$ ), the Contractor's test data will be deemed verified and used by the Engineer to accept the material. If the *t*-test indicates that the difference between the Contractor's test data and the corresponding Engineer's verification test data is significant ( $t > t_{crit}$ ), the Contractor's test data will be deemed unverified.

When the Contractor's test data are not verified by the Engineer, the Contractor will be notified in writing of the difference, and the Engineer and Contractor will cooperate to attempt to determine the source of the discrepancy. In addition, the Engineer will continue to sample asphalt concrete production, and will compare the cumulative verification test data to the cumulative unverified test data reported by the Contractor for the indexed quality characteristic in question.

If, after 5 consecutive verification tests by the Engineer, the Contractor's quality control test data is not verified ( $t > t_{crit}$ ), acceptance and payment determination for the indexed quality characteristic in question on the asphalt concrete represented by the unverified test data will be made on the basis of the Engineer's verification test data only. The unverified test data will not be considered for acceptance purposes by the Engineer, nor will the test data be included in any subsequent *t*-test verification by the Engineer, pending the findings of the dispute resolution process as designated in Section 39-4.05, "Dispute Resolution," of this specification. In addition, the Contractor's sampling and testing program shall be deemed unacceptable and shall be disqualified from further sampling and testing. Before proceeding with asphalt concrete production, the Contractor shall propose in writing remedial measures which will be taken to provide an acceptable sampling and testing program. Asphalt concrete production shall not resume until the Contractor has received written notification that the revised sampling and testing program has been approved by the Engineer.

The Contractor shall not use any representative split portion of the samples taken by the Engineer for verification tests for determination of quality control test data.

Test data from the reserved representative split portions of verification samples will be used in the dispute resolution process as designated in Section 39-4.05, "Dispute Resolution," of this specification.

#### 39-4.04 Statistical Verification Tests

The Engineer shall determine the acceptability of the Contractor's quality control test data for material acceptance purposes using the *t*-test for sample means.

The Contractor's quality control test data will be considered verified at a level of significance,  $\alpha = 0.01$ .

The *t*-value of the group of test data to be verified ( $t$ ) is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:  $n_c$  = Number of Contractor's quality control tests (min. 2 required)

$n_v$  = Number of Verification tests (min. 1 required)

$\bar{X}_c$  = Mean of the Contractor's quality control tests

$\bar{X}_v$  = Mean of the Verification tests

$S_p$  = Pooled standard deviation

(When  $n_v = 1$ ,  $S_p = S_c$ )

$S_c$  = Standard deviation of the Contractor's quality control tests

$S_v$  = Standard deviation of the Verification tests (when  $n_v > 1$ )

(Use the standard deviation of the Contractor's quality control tests when  $n_v = 1$ )

Compute  $t$  using the equation above and compare to the critical  $t$ -value,  $t_{crit}$ , from the following table:

degrees of freedom (nc+nv-2)	tcrit for a = 0.01	degrees of freedom (nc+nv-2)	tcrit for a = 0.01
1	63.657	18	2.878
2	9.925	19	2.861
3	5.841	20	2.845
4	4.604	21	2.831
5	4.032	22	2.819
6	3.707	23	2.807
7	3.499	24	2.797
8	3.355	25	2.787
9	3.250	26	2.779
10	3.169	27	2.771
11	3.106	28	2.763
12	3.055	29	2.756
13	3.012	30	2.750
14	2.977	40	2.704
15	2.947	60	2.660
16	2.921	120	2.617
17	2.898		2.576

When the  $t$ -value of the test data from the Engineer's verification tests and the Contractor's quality control tests is compared to  $t_{crit}$  from the previous table, if  $t$  is less than or equal to  $t_{crit}$  ( $t \leq t_{crit}$ ), the difference between the Contractor's quality control test data and the corresponding Engineer's verification test data is not significant, and the Contractor's test data are verified. When  $t$  is greater than  $t_{crit}$  ( $t > t_{crit}$ ), the difference between the Contractor's quality control test data and the corresponding Engineer's verification test data is significant, and the Contractor's test data are not verified.

#### 39-4.05 Dispute Resolution

The Contractor and Engineer will work in partnership to avoid potential conflicts and to resolve any differences that may arise from unverified test data. As soon as an unsuccessful verification attempt is reported by the Engineer, both parties will review their sampling and testing procedures and share their findings. If an error in the Contractor's testing is detected during this review, the Contractor will either recalculate, if appropriate, or retest using the reserved representative split portions of quality control samples. This new test data shall be resubmitted to the Engineer for verification purposes. If an error in the Engineer's testing is detected, the Engineer will recalculate, if appropriate, or retest using a reserved representative split portion of the verification samples. Using the new test data, the Engineer will repeat the verification calculation of the Contractor's resubmitted test data using the statistical  $t$ -test as designated in Section 39-4.04, "Statistical Verification Tests," of this specification.

If the initial review does not reveal the source of the discrepancy, the Contractor may test the split verification samples and submit this test data to the Engineer for verification according to the requirements designated in Section 39-4.04, "Statistical Verification Tests," of this specification.

If the Contractor's quality control test data remain unverified after 5 consecutive verification samples have been obtained and tested, the Engineer will use the statistical  $t$ -test as designated in Section 39-4.03, "Statistical Verification Tests," of this specification, to verify the Contractor's test data on the 5 representative split portions of the verification samples. If the Contractor's test data for the 5 representative split portions of the verification samples are verified by the Engineer, then for purposes of acceptance and payment determination, the Contractor's unverified quality control test data will be replaced by the paired averages of the Engineer's and Contractor's test data for the 5 verification samples. If the Contractor's test data for the 5 representative split portions of the verification samples are not verified, the asphalt concrete represented by the unverified quality control tests will be accepted and paid for solely on the basis of the Engineer's verification test data. In either case, the Contractor's sampling and testing program will remain disqualified.

If neither the Contractor's quality control test data nor the test data of the representative split portions of the verification samples are verified by the Engineer, the Contractor may retain the services of the Third Party Laboratory designated in the Contractor's approved Quality Control Plan to resolve the difference. The Third Party Laboratory will perform the test method in question using the reserved representative split portions of the 5 verification samples. This test data will be submitted to the Engineer for verification. The Engineer will use the statistical *t*-test designated in Section 39-4.04, "Statistical Verification Tests," of this specification, to compare the Third Party Laboratory test data to the Engineer's verification test data. Both the Contractor and Engineer may witness the Third Party Laboratory testing.

If the Third Party Laboratory test data verifies the Engineer's verification test data, the asphalt concrete represented by the unverified quality control test data will be accepted and paid for using the paired averages of the Third Party Laboratory test data and the Engineer's verification test data. All costs related to the Third Party Laboratory testing shall be responsibility of the Contractor, and no additional compensation will be allowed. The Contractor's sampling and testing program shall remain disqualified.

If the Third Party Laboratory test data does not verify the Engineer's verification test data, the Engineer will use the statistical *t*-test to compare the Third Party Laboratory test data to the Contractor's unverified quality control test data. If the Contractor's quality control test data are verified by the Third Party Laboratory test data, acceptance and payment determination by the Engineer will be based on the Contractor's quality control test data. All costs of the Third Party Laboratory testing will be the Engineer's responsibility. The Contractor's quality control sampling and testing program shall be considered qualified, and the Engineer's verification sampling and testing program will be modified as necessary.

If the Third Party Laboratory test data fails to verify either the Engineer's verification test data or the Contractor's quality control test data, acceptance and payment determination will be based on the Third Party Laboratory test data. All costs for the Third Party Laboratory testing shall be split equally by the Engineer and the Contractor. The Contractor's sampling and testing program shall remain disqualified. The Engineer's verification sampling and testing program will be modified as necessary.

When the dispute is over relative compaction, the Third Party Laboratory will obtain test maximum densities using the reserved representative split portions of the verification samples. The Third Party Laboratory will re-calibrate the Engineer's nuclear density gage with cores obtained from the most recent 200 m of complete in place asphalt concrete surfacing not yet opened to public traffic. If no 200-m section of asphalt concrete surfacing not yet opened to public traffic is available, the Contractor shall construct a 200-m test strip, to the thickness to be placed, at a location on the project approved by the Engineer. The Third Party Laboratory will use the new calibration to re-calculate the nuclear density gage readings for determination of the Engineer's verification test data and will use the new calibration to determine relative compaction. If the re-calculated relative compaction test data verifies the Engineer's verification test data, subsequent testing by the Engineer will use the re-calibrated nuclear density gage. If the re-calculated relative compaction test data verifies the Engineer's verification test data, all costs related to the Third Party Laboratory testing shall be the responsibility of the Contractor, and no additional compensation will be allowed. The Contractor's sampling and testing program shall remain disqualified. If the re-calculated relative compaction test data do not verify the Engineer's verification test data, the Engineer may choose to re-calibrate the Engineer's nuclear density gage or may use the Third Party Laboratory calibration and all costs for the re-calibration shall be the responsibility of the Engineer. The Contractor's sampling and testing program shall remain disqualified.

If the Contractor's sampling and testing program is disqualified, the Contractor shall submit a plan for improving the Contractor's sampling and testing program which satisfies the requirements of the Quality Control Plan, as designated in Section 39-3, "Contractor Quality Control," of this specification. The Contractor shall not continue to use the disqualified sampling and testing program for quality control sampling and testing to be considered for acceptance and payment determination during the dispute resolution process as specified herein.

Should the Third Party Laboratory test data obtained during the process of dispute resolution, as specified herein, verify the Contractor's quality control test data and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay caused by the dispute resolution process, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

## **39-5 STORING, PROPORTIONING AND MIXING MATERIALS**

### **39-5.01 Storage**

The Contractor shall store aggregate for asphalt concrete so that separately sized aggregates will not be intermingled, and shall store asphalt binder so that different grades of asphalt will not be intermingled. Any aggregate which has been intermingled with another size of aggregate shall be removed by the Contractor and replaced with aggregate of specified grading. "Hot-feed control" and "cold-feed control," indicates the location of measuring devices or controls.

When the Contractor adds supplemental fine aggregate, each such supplemental fine aggregate used shall be stored separately and kept thoroughly dry.

The measurement and storage requirements of this Section 39-5, shall not apply to the dust collected in skimmers and expansion chambers (knock-out boxes) or to the dust collected in centrifugal (cyclone) collectors. Dust from these collectors may be returned to the aggregate without being measured or stored separately, provided the dust is returned uniformly at a point in advance of the sampling device in batch-mixing plants or is returned at or before mixing in continuous mixing plants.

Aggregate and asphalt binder shall be stored in conformance with the following requirements:

#### 39-5.01A Aggregate Cold Storage

The Contractor shall feed the material from storage with a mechanical feeder. Before being fed to the drier, aggregate shall be separated into 3 or more sizes and stored separately.

#### 39-5.01B Aggregate Hot Storage

The Contractor shall store aggregate for asphalt concrete to be mixed in batch mixing plants, after being dried, in accordance with the following requirements:

Aggregates for asphalt concrete shall be separated into 3 or more sizes.

After the aggregate is separated, each size shall be stored in a separate bin and shall be recombined in conformance with the provisions specified in Section 39-5.03, "Proportioning for Batch Mixing," of this specification, to conform to the gradings specified in Section 39-2, "Materials," of this specification. Storage bins shall be provided with chutes to prevent overflow into adjacent bins.

#### 39-5.01C Asphalt Binder Storage

Asphalt to be used as a binder for asphalt concrete shall be stored in tanks accurately calibrated in uniform intervals of 375- to 400-L intervals and maintained to this accuracy. The tanks shall be made accessible for measuring the volume of asphalt at any time.

The Contractor shall provide a suitable sampling device in asphalt feed lines connecting plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall consist of a valve with a nominal diameter between 10 and 20 mm, constructed in such a manner that a one-liter sample may be withdrawn slowly at any time during plant operations. The Contractor shall maintain the valve in good condition and, if the valve fails to function properly, replace the valve. The sampling device shall be readily accessible and in an area free of dangerous obstructions and shall be between 600 and 750 mm above the platform. A drainage receptacle shall be provided by the Contractor for flushing the device prior to sampling.

The Contractor shall maintain the discharge end of the asphalt binder circulating pipe below the surface of the asphalt binder in the storage tank to prevent discharging hot asphalt binder into open air.

The Contractor shall install a temperature sensing device in the asphalt feed line. The device shall measure the temperature of the asphalt and shall be accurate to 5°C increments. An automatic, continuous recording device shall be provided and used to maintain accurate records of the asphalt temperature during production.

#### 39-5.02 Drying

Aggregate shall be fed directly to a drier-drum mixer or to a drier at a uniform rate.

Drying shall continue for a sufficient period of time and at a sufficiently high temperature so that, at the time of spreading, the moisture content of the completed asphalt concrete mixture shall not exceed 1.0 percent and the minimum and maximum asphalt concrete mixture temperatures are not exceeded. Moisture content will be determined by California Test 310 or 370.

The drier or drier-drum mixer shall be provided with a device which senses the temperature of the material leaving the drier or the drier-drum mixer. The temperature-sensing device shall be accurate to the nearest 5°C. The device shall be located so that changes of 5°C in temperature of the material will be indicated within one minute. An automatic continuous recording device shall be provided and used to maintain accurate records of the temperatures during production.

The burner used for heating the aggregate shall achieve complete combustion of the fuel.

#### 39-5.03 Proportioning for Batch Mixing

When the Contractor elects to use batch mixing equipment, each aggregate storage bin shall be equipped with a suitable, safe sampling device which will provide a sample, representative of actual production, of the aggregate discharged into the weigh hopper or volumetric proportioning bin. When such samples are taken from a location above ground level, a means shall be provided for lowering the aggregate samples to the ground.

Fine material collected in all dust control systems, other than centrifugal collectors or knock-out boxes, is considered to be supplemental fine aggregate. When supplemental fine aggregate is used, it shall be proportioned by mass as provided in the subsection, "Mass Proportioning," of Section 39-5.03A, "Manual Proportioning," of this specification. A suitable, safe sampling device shall be installed in each feed line or surge tank preceding the weigh hopper.

Aggregate and asphalt shall be proportioned by mass or by volume as follows:

#### 39-5.03A Manual Proportioning

An automatic plant shall not be operated manually unless the automatic circuitry is disconnected to the extent that it cannot be activated by the mere operation of a switch, circuit breaker, or some other similar routine procedure.

When manual proportioning is used in the production of asphalt concrete, proportioning shall conform to the following:

1. Mass Proportioning.—The zero tolerance for aggregate scales shall be 0.5-percent of the total batch mass of the aggregate. The zero tolerance for separate scales for weighing supplemental fine aggregate or asphalt binder shall be 0.05-percent of the total batch mass of the aggregate.  
The indicated mass of material drawn from storage for any draft of material shall not vary from the preselected scale setting by more than the following percentages of the total batch mass of the aggregate:
  - a. Aggregate shall be within one percent, except that when supplemental fine aggregate is used and is weighed cumulatively with the aggregate, the draft of aggregate drawn immediately before the supplemental fine aggregate shall be within 0.5-percent.
  - b. Supplemental fine aggregate shall be within 0.5-percent.
  - c. Asphalt binder shall be within 0.1-percent.

The asphalt binder shall be measured by a tank scale.

2. Volumetric Proportioning.—Each size of aggregate, except supplemental fine aggregate, shall be proportioned in a separate bin that is adjustable in size. Each bin shall have a gate or other device designed so that the bin shall be completely filled and struck off in measuring the volume of aggregate to be used in the mix. Means shall be provided for calibrating the mass of material in each measuring bin at any time. The plant shall be operated so that the material in each aggregate bin is within 2 percent of the mass pre-selected for the type of mixture being produced.  
Asphalt binder shall be proportioned by a meter or an adjustable calibrated tank. When meters are used, the asphalt lines leading to the asphalt meters shall be full-circulating or shall be regulated so that during plant stoppages, the temperature of the asphalt does not change more than 10°C from the temperature maintained while the plant is in full operation. Asphalt binder shall be proportioned to within 2 percent of the mass preselected for the asphalt concrete mixture being produced.

#### 39-5.03B Automatic Proportioning

When automatic batch mixing is required in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions, or when the Contractor elects to use an automatic batching system, the proportioning devices shall be automatic to the extent that the only manual operation required for proportioning all materials for one batch shall be a single operation of a switch or starter.

When automatic proportioning is used in the production of asphalt concrete, proportioning shall conform to the following:

1. **Mass Proportioning.**—Automatic proportioning devices shall be of a type in which materials discharged from the several bins are controlled by gates or by mechanical conveyors. The batching devices shall be so interlocked that no new batch may be started until all weigh hoppers are empty, the scales are at zero, and the discharge gates are closed. The means of withdrawal from the bins and of discharge from the weigh box shall be interlocked so that not more than one bin can discharge onto any given scale at one time, and that the weigh box cannot be tripped until the required quantity from each of the bins has been deposited therein. In addition, automatic proportioning devices shall be interlocked so that the weighing cycle will be interrupted whenever the amount of material drawn from any storage varies from the preselected amount by more than the tolerances specified in Section 39-5.03A, "Manual Proportioning," of this specification. Whenever the weighing cycle is interrupted, that specific batch shall not be used in the work unless it can be manually adjusted to meet the specified tolerances based on the total mass of the batch. When partial batches are batched automatically, the interlock tolerances, except the zero tolerance, shall apply to the total mass of aggregate in the partial batch. Automatic proportioning devices shall be operated so that all mass increments required for a batch are preset on the controls at the same time. Controls shall be designed so that these settings may be changed without delay, and the order of discharge from the several bins can be changed. Automatic proportioning controls shall be equipped with means for inspection of the interlock tolerance settings, and instructions for doing so shall be immediately available at the point of operation. The Contractor shall provide the necessary means to check the mass of various proportioned amounts on a separate scale located at the plant.
2. **Volumetric Proportioning.**—Asphalt binder shall be proportioned by an adjustable calibrated tank. Automatic volumetric proportioning devices shall be of a type which will not allow the bins to discharge into the mixer unless the mixer is empty and the mixer discharge gate is closed and will not operate unless the aggregate bins and asphalt binder tank are full. The automatic proportioning device shall operate in such a manner that the material in each aggregate bin and the asphalt binder tank is within 2 percent of the preselected mass. The Contractor shall provide the necessary means to check the mass of various proportioned amounts on a separate scale located at the plant.

#### 39-5.03C Proportioning for Continuous Mixing

Asphalt binder shall be introduced into the mixer through a meter conforming to the requirements of Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The asphalt meter shall automatically compensate for changes in asphalt temperature, unless the meter is of the mass flow, coriolis effect, type. The system shall be capable of varying the rate of delivery of binder proportionate with the delivery of aggregate. During any day's run, the temperature of asphalt binder shall not vary more than 30°C. The meter and lines shall be heated and insulated. The binder storage shall be equipped with a device for automatic plant cut-off when the level of binder is lowered sufficiently to expose the pump suction line.

When supplemental fine aggregate is used, it shall be proportioned by mass by a method that uniformly feeds the material within 2 percent of the required amount. Supplemental fine aggregate shall be discharged from the proportioning device directly into the mixer.

The supplemental fine aggregate proportioning system shall function with a degree of accuracy such that, when operated at between 30 percent and 100 percent of maximum operating capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three, 15-minute runs. For any of the 3, individual 15-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The fine material collected in all dust control systems may be returned to the aggregate production stream without proportioning if returned at a rate commensurate with overall plant production, and if returned at or before the mixer. Any return rate of less than 100 percent of the collection rate shall be metered as specified above for supplemental fine aggregate.

The asphalt feeder, each of the aggregate feeders, the supplemental fine aggregate feeder, if used, and the combined aggregate feeder, shall be equipped with devices by which the rate of feed can be determined while the plant is in full operation.

The combined aggregate shall be weighed using a belt scale. The belt scale shall be of such accuracy that, when the plant is operating between 30 percent and 100 percent of belt capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three, 3-minute runs. For any of the 3 individual 3-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The actual mass of material delivered for proportioning device calibrations shall be determined by a vehicle scale conforming to the requirements of Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The vehicle scale shall be located at the plant and shall be sealed within 24 hours of checking the plant's proportioning devices. The plant shall be equipped so that this accuracy check can be made prior to the first production operation for a project and at any other time as directed by the Engineer.

The belt scale for the combined aggregate, the proportioning devices for supplemental fine aggregate, if used, and the asphalt proportioning meter shall be interlocked so that the rates of feed of the aggregates and asphalt will be adjusted automatically (at all production rates and production rate changes) to maintain the asphalt ratio (kilograms of asphalt per 100 kg of dry aggregate including supplemental fine aggregate, if used) designated in the verified mix design provided by the Contractor in accordance with the requirements of Section 39-2.01, "Mix Design," of this specification. The plant shall not be operated unless this automatic system is functioning and in good working condition.

Asphalt meters and aggregate belt scales used for proportioning aggregates and asphalt shall be equipped with rate-of-flow indicators to show the rates of delivery of asphalt and aggregate. Meters and scales shall be equipped with resettable totalizers so that the total amounts of asphalt and aggregate introduced into the asphalt concrete mixture can be determined. Rate-of-flow indicators and totalizers for like materials shall be accurate within one percent when compared directly. The asphalt cement totalizer shall not register when the asphalt metering system is not delivering material to the mixer.

The bin or bins containing the fine aggregate and supplemental fine aggregate, if used, shall be equipped with vibrating units or other equipment which will prevent any hang-up of material while the plant is operating. Each belt feeder shall be equipped with a device to monitor the depth of aggregate between the troughing rollers. The device for monitoring depth of aggregate shall automatically shut down the plant whenever the depth of aggregate is less than 70 percent of the target depth. To avoid erroneous shut down by normal fluctuations, a delay between sensing less than 70 percent flow and shutdown of the plant will be permitted, as determined by the Engineer, at the time of the initial California Test 109. A second device shall be located either in the stream of aggregate beyond the belt or where it will monitor movement of the belt by detecting revolutions of the tail pulley on the belt feeder. The device for monitoring no-flow or belt movement, as the case may be, shall stop the plant automatically and immediately when there is no flow. The plant shall not be operated unless both low-flow and no-flow monitoring devices are in good working condition and functioning properly.

For continuous pugmill mixing plants an aggregate sampling device which will provide a 25- to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the mixer.

For drier-drum mixing plants an aggregate sampling device which will provide a 25- to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the drier-drum mixer.

When the samples are taken from a location above ground level, the Contractor shall provide a means for safely lowering the aggregate samples to the ground.

When supplemental fine aggregate is used, a suitable, safe sampling device shall be installed in each feed line or surge tank preceding the proportioning device for the supplemental fine aggregate.

#### 39-5.04 Mixing

Aggregate, supplemental fine aggregate, and asphalt binder shall be mixed in a batch mixer, continuous mixing pugmill mixer, or continuous mixing drier-drum. The charge in a batch mixer, or the rate of feed to a continuous mixer, shall not exceed that which will permit complete mixing of all of the material. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments.

Asphalt binder shall be at a temperature of not less than 120°C nor more than 190°C when added to the aggregate.

The temperature of the aggregate before adding the binder shall be not more than 135°C.

Mixing shall conform to the following requirements:

##### 39-5.04A Batch Mixing

When asphalt concrete is produced by batch mixing, the mixer shall be equipped with a sufficient number of paddles of a type and arrangement so as to produce a properly mixed batch.

The binder shall be introduced uniformly into the mixer along the center of the mixer parallel to the mixer shafts, or by pressure spraying. When a pan is used, it shall be equipped with movable vanes in order that the flow of binder may be directed across the width of the pan, as desired. The vanes shall be equipped with a means for quick adjustment, and a positive lock to prevent shifting.

The mixer platform shall be of ample size to provide safe and convenient access to the mixer and other equipment. The mixer housing and weighbox housing shall be equipped with gates of ample size to permit ready sampling of the discharge of aggregate from each of the plant bins and from each feed line or surge tank of supplemental fine aggregate, if used. The Contractor shall provide a sampling device capable of delivering a representative sample of sufficient size to permit the required tests.

The mixer shall be equipped with a timing device which will indicate by a definite audible or visual signal the expiration of the mixing period. The device shall measure the time of mixing within 2 seconds.

The time of mixing a batch shall begin on the charging stroke of the weighhopper dumping mechanism and shall end when discharge is started. Mixing shall continue until a homogeneous asphalt concrete mixture of uniformly distributed and properly coated aggregates of unchanging appearance is produced. The time of mixing shall be not less than 30 seconds.

When automatic proportioning or automatic batch mixing is required in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions, or when the Contractor elects to use an automatic batching system, an interval timer shall control the time of mixing. The interval timer shall be interlocked so that the mixer cannot be discharged until all of the materials have been mixed for the full amount of time specified.

#### 39-5.04B Continuous Mixing

Continuous mixing plants shall utilize pugmill or drier-drum mixers.

When asphalt concrete is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the asphalt concrete mixture to produce properly mixed asphalt concrete. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.

Mixing shall continue until a homogeneous asphalt concrete mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at the discharge point from the mixer.

The temperature of the completed asphalt concrete mixture shall not exceed 165°C upon discharge from the mixer.

The mixer shall discharge into a storage silo with a capacity of not less than that specified in Section 39-5.05, "Asphalt Concrete Storage," of this specification. The Contractor shall provide a means of diverting the flow of asphalt concrete away from the silo to prevent incompletely mixed portions of the asphalt concrete mixture from entering the silo.

#### 39-5.05 Asphalt Concrete Storage

When asphalt concrete is stored, it shall be stored only in silos. Asphalt concrete shall not be stockpiled. The minimum quantity of asphalt concrete in any one silo during mixing shall be 18 tonnes except for the period immediately following a shutdown of the plant of 2 hours or more. A means shall be provided to indicate that storage in each silo is being maintained as required.

Storage silos shall be equipped with a surge-batcher sized to hold a minimum of 1800 kg of material. A surge-batcher consists of equipment placed at the top of the storage silo which catches the continuous delivery of the completed asphalt concrete mix and changes it to individual batch delivery to prevent the segregation of product ingredients as the completed asphalt concrete mix is placed into storage. The surge-batcher shall be center loading and shall be thermally insulated or heated to prevent material buildup. Rotary chutes shall not be used as surge-batchers.

The surge-batcher shall be independent and distinct from conveyors or chutes used to collect or direct the completed asphalt concrete mixture being discharged into storage silos and shall be the last device to handle the material before it enters the silo. Multiple storage silos shall be served by an individual surge-batcher for each silo. Material handling shall be free of oblique movement between the highest elevation (conveyor outfall) and subsequent placement in the silo. Discharge gates on surge-batchers shall be automatic in operation and shall discharge only after a minimum of 1800 kg of material has been collected and shall close before the last collected material leaves the device. Discharge gate design shall prevent the deflection of material during the opening and closing operation.

Asphalt concrete stored in excess of 18 hours shall not be used in the work. Asphalt concrete mixture containing hardened lumps shall not be used. Any storage facility which contained the material with the hardened lumps shall not be used for further storage until the cause of the lumps is corrected.

#### 39-5.06 Asphalt Concrete Plants

Any plant, including commercial plants, that produce asphalt concrete that is subject to these specifications shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications, and shall be equipped with a wet-tube dust washer or equal and other devices which will reduce the dust emission to the degree that adjacent property is not damaged. The washer and other equipment shall function efficiently at all times when the plant is in operation.

During production, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on belts, conveyors, hoppers or hauling equipment.

Plants shall be equipped with an inspection dock constructed so that a quality control technician or inspector standing on the dock can inspect the completed asphalt concrete mixture and take samples, as necessary, from the hauling vehicle before the vehicle leaves the plant site. This inspection dock shall allow the hauling vehicle to pull alongside and shall meet all applicable safety requirements of the California Division of Occupational Safety and Health. Haul vehicle drivers shall be instructed to stop at the dock whenever a quality control technician or inspector is on the dock and to remain there until directed to leave by that individual.

### **39-6 SUBGRADE, PRIME COAT, PAINT BINDER (TACK COAT), AND PAVEMENT REINFORCING FABRIC**

#### **39-6.01 Subgrade**

Immediately prior to applying prime coat or paint binder (tack coat), or immediately prior to placing the asphalt concrete when a prime coat or paint binder (tack coat) is not required, the subgrade to receive asphalt concrete shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be free of loose or extraneous material. If the asphalt concrete is to be placed on an existing base or pavement which was not constructed as part of the contract, the surface shall be cleaned by sweeping, flushing or other means to remove all loose particles of paving, dirt and all other extraneous material immediately before applying the prime coat or paint binder (tack coat).

#### **39-6.02 Prime Coat and Paint Binder (Tack Coat)**

A prime coat of liquid asphalt shall be applied to the areas to be surfaced when there is a contract item for the work or when the work is required in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions.

Prime coat shall be applied only to those areas designated by the Engineer.

Prime coat shall be applied at the approximate total rate of 1.15 L per square meter of surface covered. The exact rate and number of applications will be determined by the Engineer.

Prime coat shall be applied at a temperature conforming to the range of temperatures provided in Section 93-1.03, "Mixing and Applying," of the Standard Specifications, for distributor application of the grade of liquid asphalt being used.

A paint binder (tack coat) of asphaltic emulsion shall be furnished and applied in accordance with the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications, and shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions.

Paint binder (tack coat) shall be applied in one application at a rate of from 0.10- to 0.45-L per square meter of surface covered. The exact rate of application will be determined by the Engineer.

At the Contractor's option, paving asphalt may be used for paint binder (tack coat) instead of asphaltic emulsion. If paving asphalt is used, the grade to be used and the rate of application will be determined by the Engineer. The paving asphalt shall be applied at a temperature of not less than 140°C, nor more than 175°C.

Prime coat or paint binder (tack coat) shall be applied only so far in advance of placing the surfacing as may be permitted by the Engineer. When asphaltic emulsion is used as a paint binder (tack coat), the asphalt concrete shall not be placed until the asphaltic emulsion has cured.

Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged, and loose or extraneous material shall be removed, and no additional compensation will be allowed therefor.

#### **39-6.03 Pavement Reinforcing Fabric**

Pavement reinforcing fabric shall be placed on existing pavement to be surfaced or between layers of asphalt concrete when such work is shown on the plans, or specified in "Asphalt Concrete," in Section 10-1, elsewhere in these special provisions, or ordered by the Engineer.

Before placing the pavement reinforcing fabric, a binder of paving asphalt shall be applied to the surface to receive the pavement reinforcing fabric at an approximate rate of 1.15 L per square meter of surface covered. The exact rate will be determined by the Engineer. The binder shall be applied to a width equal to the width of the fabric mat plus 75 mm on each side.

Before applying binder, large cracks, spalls and depressions in existing pavement shall be repaired as directed by the Engineer, and the repair work will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

The fabric shall be aligned and placed with no wrinkles that lap. The test for lapping shall be made by gathering together the fabric in a wrinkle. If the height of the doubled portion of extra fabric is 15 mm or more, the fabric shall be cut to remove the wrinkle, then lapped in the direction of paving. Lap in excess of 50 mm shall be removed. Pavement reinforcing fabric shall not be placed in areas of conform tapers where the thickness of the overlying asphalt concrete is 30 mm or less.

If manual laydown methods are used, the fabric shall be unrolled, aligned, and placed in increments of approximately 9 m.

Adjacent borders of the fabric shall be lapped 50 to 100 mm. The preceding roll shall be lapped 50 to 100 mm over the following roll in the direction of paving at ends of rolls or at any break. At fabric overlays, both the binder and the fabric shall overlap previously placed fabric by the same amount.

Seating of the fabric with rolling equipment after placing will be permitted. Turning of the paving machine and other vehicles shall be gradual and kept to a minimum to avoid damage to the fabric.

A small quantity of asphalt concrete, to be determined by the Engineer, may be spread over the fabric immediately in advance of placing asphalt concrete surfacing in order to prevent fabric from being damaged by construction equipment.

Public traffic shall not be allowed on the bare reinforcing fabric, except that public cross traffic may be allowed to cross the fabric under traffic control after the Contractor has placed a small quantity of asphalt concrete over the fabric.

Care shall be taken to avoid tracking binder material onto the pavement reinforcing fabric or distorting the fabric during seating of the fabric with rolling equipment. If necessary to protect the pavement reinforcing fabric, exposed binder material may be covered lightly with sand.

### **39-7 SPREADING AND COMPACTING EQUIPMENT**

#### **39-7.01 Spreading Equipment**

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane. Screed action shall include any cutting, crowding, or other practical action which is effective on the asphalt concrete mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations, or marks are eliminated by rolling or prevented by adjustment in the operation.

The asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded in a satisfactory manner. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver, and no vibrations or other motions of the loader, which could have a detrimental effect on the riding quality of the completed pavement, shall be transmitted to the paver.

When asphalt concrete is placed directly upon asphalt treated permeable base, the asphalt concrete shall be placed with a paver equipped with tracks unless the layer being placed is 45 mm or less in compacted thickness.

#### **39-7.02 Compacting Equipment**

The Contractor shall furnish a sufficient number of rollers to obtain the specified compaction and surface finish required by these specifications. One roller each shall be provided for breakdown, intermediate, and finish rolling. The Contractor shall size the rollers to achieve the required results.

All rollers shall be equipped with pads and water systems which prevent sticking of asphalt concrete mixtures to the pneumatic or steel-tired wheels. A parting agent which will not damage the asphalt concrete mixture, as approved by the Engineer, may be used to aid in preventing the sticking of the asphalt concrete mixture to the wheels.

### **39-8 SPREADING AND COMPACTING**

#### **39-8.01 General Requirements**

Asphalt concrete shall be handled, spread and compacted in a manner which is in conformance with this specification.

Asphalt concrete shall be placed in such a manner so that cracking, shoving and displacement will be avoided.

Type A and Type B asphalt concrete shall be placed only when the atmospheric temperature is above 10°C.

Asphalt concrete shall not be placed when the underlying layer or surface is frozen or when weather conditions will prevent proper handling, finishing, or compaction of the mixture.

Asphalt concrete shall be spread and compacted in the number of layers of the thicknesses indicated in the following table:

All thicknesses shown are in millimeters							
Total Thickness Shown on the Plans*	Number of Layers	Top Layer Thickness		Next Lower Layer Thickness		All Other Lower Layers Thickness	
		Min.	Max.	Min.	Max.	Min.	Max.
60 or 75	one	—	—	—	—	—	—
105 through 140	2	45	60	60	75	—	—
150 or more	**	45	60	45	75	60	120

Notes:

\* When pavement reinforcing fabric is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on the Plans" for the purpose of spreading and compacting the asphalt concrete above the pavement reinforcing fabric.

\*\* At least 3 layers if total thickness is 150 mm or more and less than 270 mm. At least 4 layers if total thickness is 270 mm or more.

A layer shall not be placed over a layer which exceeds 75 mm in compacted thickness until the temperature of the layer being covered is less than 70°C at mid depth.

Asphalt concrete to be placed on shoulders, and on other areas off the traveled way having a width of 150 mm or more, shall be spread in the same manner as above.

The completed mixture shall be deposited on the roadbed at a uniform quantity per linear meter, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture.

Segregation shall be avoided, and the surfacing shall be free from pockets of coarse or fine material. Asphalt concrete containing hardened lumps shall not be used.

Longitudinal joints in the top layer shall correspond with the edges of proposed traffic lanes. Longitudinal joints in all other layers shall be offset not less than 150 mm alternately each side of the edges of traffic lanes.

Unless otherwise provided herein or permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widenings, chain control lanes, turnouts, left turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes is changed, the top layer for the through lanes shall be paved first. When existing pavement is to be surfaced and the specified thickness of asphalt concrete to be spread and compacted on the existing pavement is 75 mm or less, shoulders or other adjoining areas may be spread simultaneously with the through lane provided the completed surfacing conforms to the requirement of this specification. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

At location shown on the plans, specified in "Asphalt Concrete," in Section 10-1, "General," elsewhere in these special provisions, or as directed by the Engineer, the asphalt concrete shall be tapered or feathered to conform to existing surfacing or to other highway and non-highway facilities.

At locations where the asphalt concrete is to be placed over areas inaccessible to spreading and rolling equipment, the asphalt concrete shall be spread by any means practicable so as to obtain the specified results and shall be compacted thoroughly to the required lines, grades and cross sections by means of pneumatic tampers, or by other methods that will produce the same degree of compaction as pneumatic tampers.

#### 39-8.02 Test Strip Start Up Procedures

On the first day of asphalt concrete production, of each asphalt concrete mixture, the Contractor shall produce an initial quantity of asphalt concrete mixture sufficient to construct a test strip of asphalt concrete surfacing to the thickness representative of the operations for each asphalt concrete mixture. The test strip shall contain a minimum of 100 tonnes, and a maximum of 500 tonnes, of complete in place asphalt concrete. The amount of asphalt concrete to be initially produced for the construction of the test strip shall be proposed to the Engineer by the Contractor, and shall be approved by the Engineer. The Contractor shall construct the test strip on the project at a location approved by the Engineer. The purpose of the test strip is to establish a rolling pattern which will produce the specified asphalt concrete density, to develop a correlation between cores taken from the test strip and the Contractor's and Engineer's nuclear density gage readings taken at the core locations on the test strip, and to verify the Contractor's mix design and asphalt concrete mixture quality characteristics which shall be produced for the contract.

The Contractor shall construct the test strip using asphalt concrete mix production, lay-down and compaction procedures and equipment intended for the entire project. The Contractor shall stop production of asphalt concrete after construction of the test strip until the specified quality characteristics of the asphalt concrete mixture and the density values of the test strip have been tested, verified and accepted by the Engineer according to the requirements designated in Section 39-4.03, "Engineer Testing for Verification," of this specification.

Attention is directed to longitudinal and transverse construction joint requirements specified in "Asphalt Concrete" in Section 10-1, "General," elsewhere in these special provisions.

The following sampling and testing requirements shall apply to the test strip:

The Contractor shall obtain 3 representative asphalt concrete mixture samples from the test strip and shall evaluate the material for conformance to the asphalt concrete mixture requirements specified in Section 39-2.03, "Aggregate," of this specification. The Engineer will also obtain 3 representative asphalt concrete mixture samples from the test strip at the same location for purposes of verification of the Contractor's test data. The Contractor's test data will be considered verified if the asphalt concrete mixture design parameters conform to the requirements specified herein for minimum and maximum values and the design parameter of asphalt concrete mixture percent air voids is within  $\pm 1.0$  percent of the percent air voids designated in the Contractor's verified mix design submitted in accordance with the requirements of Section 39-2.01, "Mix Design," of this specification. The asphalt concrete mixture is acceptable if the verified test data for the design parameters from the 3 asphalt concrete mixture samples are within the specified limits.

The Contractor shall obtain 5 representative samples and shall evaluate the material quality characteristics for conformance to the requirements specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. If the test data from one or more samples are outside the specified limits, but the average of the test data from all samples is within the specification limits, the Engineer may tentatively accept the test strip with the Contractor's assurance that adjustments to the process will be made to correct the indicated quality characteristic deficiencies in the asphalt concrete mixture.

The Contractor shall obtain nuclear density gage readings for density and relative compaction determinations, and obtain 2 core samples each at a minimum of 10 locations selected at random within the test strip. The Engineer will obtain nuclear density gage readings at the same locations within the test strip as the Contractor. The Contractor shall perform the nuclear density gage tests according to California Test 375. The test data of each of the 2 cores shall be averaged to obtain one set of test data per location. The Contractor shall furnish the Engineer with the Contractor's calibration values for correlation of the nuclear density gage readings to the core densities. The test strip density will be acceptable if all core test data yield a pay factor of 0.90 or greater when determined in accordance with Section 39-10.02B, "Statistical Evaluation," of this specification.

The Contractor shall repeat the test strip process until the material properties and mix design parameters produced conform to the requirements specified herein and the test strip is accepted by the Engineer. Test strips that are accepted by the Engineer may remain in place and payment for the test strips will be determined by the procedure specified in Section 39-10.02B, "Statistical Evaluation and Determination of Pay Factor," of this specification. Test data used to accept the test strips will not be included with the test data used for acceptance of the work according to the requirements of Section 39-10, "Acceptance," of this specification. Upon receipt of written approval from the Engineer that the test strip has been accepted, full production of asphalt concrete may commence. The Contractor may request that unacceptable test strips be left in place.

The Contractor shall use the test strip start-up procedures specified herein when resuming production of asphalt concrete after a termination of asphalt concrete production due to unsatisfactory material quality characteristics.

### 39-8.03 Spreading

All layers, except as otherwise specified, shall be spread with an asphalt paver, unless otherwise approved by the Engineer. Asphalt pavers shall be operated in such a manner as to insure continuous and uniform movement of the paver.

In advance of spreading asphalt concrete over an existing base, surfacing, or bridge deck, if there is a contract item for asphalt concrete (leveling), or if ordered by the Engineer, asphalt concrete shall be spread by any mechanical means that will produce a uniform smoothness and texture to level irregularities, and to provide a smooth base in order that subsequent layers will be of uniform thickness. Section 39-10.02, "Statistical Evaluation and Determination of Pay Factor," of this specification, shall not apply to asphalt concrete (leveling).

When directed by the Engineer, paint binder (tack coat) shall be applied to any layer in advance of spreading the next layer.

Before placing the top layer adjacent to cold transverse construction joints, the joints shall be trimmed to a vertical face and to a neat line. Transverse joints shall be tested with a 3.6 m  $\pm$  0.06-m straightedge and shall be cut back as required to conform to the requirements specified in Section 39-8.04, "Compacting," of this specification, for surface smoothness. Connections to existing surfacing shall be feathered to conform to the requirements for smoothness. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected.

#### 39-8.04 Compacting

Compacting equipment shall conform to the provisions of Section 39-7.03, "Compacting Equipment," of this specification.

Rolling shall commence at the lower edge and shall progress toward the highest portion, except that when compacting layers which exceed 75 mm in compacted thickness, and if approved by the Engineer, rolling shall commence at the center and shall progress outwards.

The Contractor shall monitor density during the compaction process with nuclear density gages calibrated to the control strip core density test data. Asphalt concrete shall be compacted to a relative compaction of not less than 96 percent and shall be finished to the lines, grades, and cross sections shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic.

Relative compaction shall be determined by California Test 375. Laboratory specimens shall be compacted in conformance with California Test 304. Test locations will be established for asphalt concrete areas to be tested, as specified in California Test 375.

Upon completion of rolling operations, if ordered by the Engineer, the asphalt concrete shall be cooled by applying water. Applying water shall conform to the provision in Section 17, "Watering," of the Standard Specifications.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other suitable means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

When a straightedge 3.6 m  $\pm$  0.06-m long is laid on the finished surface and parallel with the center line, the surface shall not vary more than 3 mm from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 6 mm are present when tested with a straightedge 3.6 m  $\pm$  0.06-m long in a direction transverse to the center line and extending from edge to edge of a 3.6-m traffic lane.

Pavement within 15 m of a structure or approach slab shall conform to the smoothness tolerances specified in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications.

### 39-9 (BLANK)

### 39-10 ACCEPTANCE OF WORK

#### 39-10.01 General

The Engineer will select the procedure used to determine the quantities of asphalt concrete for acceptance and payment determination in conformance with the requirements specified herein.

The Contractor's quality control test data which has been verified by the Engineer will form the basis for acceptance of the work. The quality requirements on which acceptance will be based are specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification.

Work determined by the Engineer to conform to the requirements specified herein will be paid for at the contract price per tonne for asphalt concrete and may be subject to compensation adjustment in accordance with Section 39-10.02C, "Pay Factor Determination and Compensation Adjustment," of this specification.

Work that does not conform to the specified requirements may be rejected by the Engineer at any time and shall be removed and replaced by the Contractor, at the Contractor's expense.

If a lot is concluded with fewer than 5 samples, the work will be accepted or rejected based on the quality requirements specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. Section 39-10.02, "Statistical Evaluation and Pay Factor Determination," of this specification, shall not apply to the lot. The Engineer may reject any batch, load, or portion of roadway that appears to not be in compliance with these specifications.

Any quantity of material that is determined to be defective may be rejected by the Engineer based on visual inspection or noncompliance with the specifications herein.

Rejected material shall not be incorporated into the roadway unless authorized in writing by the Engineer. The Contractor may request that work rejected by the Engineer on a visual basis be tested for conformance to the specifications.

If the Contractor elects to have material tested which was visually rejected by the Engineer, a minimum of 5 random samples of the material shall be obtained and split into representative portions and tested for compliance with the material quality requirements specified herein. Sampling of the material shall be witnessed by the Engineer. The Contractor shall provide the Engineer with one representative split portion of each sample obtained for verification testing purposes according to the requirements of Section 39-4.04 "Statistical Verification Tests," of this specification. If the Engineer cannot verify the Contractor's test data, no payment will be made and the material shall be removed at the Contractor's expense. In addition, the cost of the Engineer's verification testing will be deducted from any moneys due or to become due the Contractor. If the Engineer verifies the Contractor's test data, and the test data indicates that the material is in compliance with the material quality requirements specified herein, the cost of the Engineer's verification testing will be borne by the State. The test data obtained from testing this rejected material will be excluded from the payment determination of the lot .

### 39-10.02 Statistical Evaluation and Determination of Pay Factor

Statistical evaluation of the work shall be used to verify the Contractor's quality control test data to determine compliance with the specified requirements.

#### 39-10.02A General

The quality characteristics to be evaluated, test methods, and specification limits are specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. Asphalt content, aggregate gradation (600- $\mu\text{m}$  and 75- $\mu\text{m}$  sieves), and relative compaction are considered for purposes of this specification to be critical quality characteristics.

A lot is a discrete quantity of work to which the statistical acceptance procedure is applied. For this contract, a lot represents the total quantity of asphalt concrete placed. More than one lot will occur if changes in the target values, material sources, or mix design are requested by the Contractor in writing and made in accordance with the requirements of this specification, or if production of asphalt concrete is terminated due to unsatisfactory material quality characteristics.

The frequency of sampling is specified in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. Five samples is the minimum number of samples required to perform a statistical *t*-test evaluation. The maximum obtainable pay factor with 5 samples is 1.01. A minimum of 8 samples is required to obtain a 1.05 pay factor. If the sampling frequencies and quantity of work would otherwise result in fewer than 8 samples, the Contractor may submit a written request to increase the sampling frequency to provide for a minimum of 8 samples. The Contractor shall provide the Engineer with the request to increase the sampling frequency at least 48 hours before the beginning of asphalt concrete production.

The point of sampling is indicated in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. The location of sampling shall be determined by a random method approved by the Engineer. The Engineer will obtain random samples for verification testing independent of the Contractor.

The work in the lot will be accepted and a final pay factor determined when all sampling, inspection and test data are completed and have been submitted, evaluated and approved by the Engineer. Contractor quality control test data shall be verified by the Engineer using the *t*-test as designated in Section 39-4.04, "Statistical Verification Tests," of this specification, before the data will be accepted by the Engineer.

If the current composite pay factor of a lot is less than 1.00, the work represented by the lot will be accepted by the Engineer, provided the lowest single pay factor is not within the reject portion of Table 39-2, "Pay Factors," of this specification.

If the current composite pay factor of a lot is less than 1.00, and the lowest single pay factor is within the reject portion of Table 39-2, "Pay Factors," of this specification, the lot will be rejected. The Contractor shall remove all rejected material from the work, at the Contractor's expense.

If the current composite pay factor of a lot is less than 0.90, the Contractor shall terminate asphalt concrete production and the Engineer will terminate the lot. Production of asphalt concrete may resume after the Contractor takes necessary actions to improve the quality of the asphalt concrete product, and the proposed actions are approved in writing by the Engineer.

If any pay factor for a critical quality characteristic designated in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification, is less than 0.90 for the lot, or is within the rejection range for the last five tests, the Contractor shall terminate asphalt concrete production. Asphalt concrete production may resume after the Contractor takes necessary actions to improve the quality of the asphalt concrete product and the proposed actions are approved in writing by the Engineer. A new lot will be established when production resumes.

When approved in writing by the Engineer, the Contractor may voluntarily remove defective material and replace it with new material to avoid or minimize a pay factor of less than 1.00. New material will be sampled, tested, and evaluated for acceptance according to the requirements of this specification.

#### 39-10.02B Statistical Evaluation

The Variability-Unknown/Standard Deviation Method will be used to determine the estimated percentage of the lot that is outside specification limits. The number of significant figures used in the calculations will in accordance with the requirements of AASHTO Designation R-11, Absolute Method.

The estimated percentage of work that is outside of the specification limits for each quality characteristic will be determined as follows:

- (1) Calculate the arithmetic mean ( $\bar{X}$ ) of the test values;

$$\bar{X} = \frac{\sum x}{n}$$

where:  $\sum$  = summation of  
 $x$  = individual test value  
 $n$  = total number of test values

(2) Calculate the standard deviation (s);

$$s = \sqrt{\frac{\sum x^2 - (\sum x)^2}{n(n-1)}}$$

where:  $\sum(x^2)$  = summation of the squares of individual test values  
 $(\sum x)^2$  = summation of the individual test values squared

(3) Calculate the upper quality index ( $Q_u$ );

$$Q_u = \frac{USL - \bar{X}}{s}$$

where: USL = upper specification limit  
 $s$  = standard deviation  
 $\bar{X}$  = arithmetic mean

(Note: The USL is equal to the contract specification limit or the target value plus the allowable deviation.)

(4) Calculate the lower quality index ( $Q_L$ );

$$Q_L = \frac{\bar{X} - LSL}{s}$$

where: LSL = lower specification limit  
 $s$  = standard deviation  
 $\bar{X}$  = arithmetic mean

(Note: The LSL is equal to the contract specification limit or the target value minus the allowable deviation.)

(5) From Table 39-1, "Estimated Percent of Work Outside Specification Limits," of this specification, determine  $P_U$ ;

where:  $P_U$  = the estimated percentage of work outside the USL.  
( $P_U$  corresponds to a given  $Q_U$ ;  $P_U = 0$ , when USL is not specified.)

(6) From Table 39-1, "Estimated Percent of Work Outside Specification Limits," of this specification, determine  $P_L$ ;

where:  $P_L$  = the estimated percentage of work outside the LSL.  
( $P_L$  corresponds to a given  $Q_L$ ;  $P_L = 0$ , when LSL is not specified.)

(7) Calculate the total estimated percentage of work outside the USL and LSL, Percent Defective;

$$\text{Percent Defective} = P_U + P_L$$

(8) Repeat Steps 1 through 7 for each quality characteristic listed for acceptance.

#### 39-10.02C Pay Factor Determination and Compensation Adjustment

The pay factor and compensation adjustment for a lot will be determined as follows:

Contract No. «Dist»-«Contract\_No»

1. From Table 39-2, "Pay Factors," of this specification, determine the pay factor for each quality characteristic, ( $PF_{QC}$ ) using the total number of test data values and the total estimated percentage outside the specification limits ( $P_U + P_L$ ) from Step 7 in Section 39-10.02B, "Statistical Evaluation," of this specification.
2. The pay factor for the lot is a composite of single pay factors determined for each quality characteristic designated in Table 39-3, "Minimum Quality Control Required for Acceptance," of this specification. The following formula is used:

$$PF_C = \sum_{i=1}^8 w_i PF_{QC_i}$$

where:  $PF_C$  = the composite pay factor for the lot,  
 $PF_{QC}$  = the pay factor for the individual quality characteristic,  
 $w$  = the weighting factor listed in Table 39-3, and  
 $i$  = the quality characteristic index number.

3. Payment to the Contractor for the lot of asphalt concrete will be subject to a compensation adjustment. The Compensation Adjustment Factor (CAF) will be determined as follows:

$$CAF = PF_C - 1$$

The amount of the compensation adjustment will be calculated as the product of: (1) the Compensation Adjustment Factor, (2) the total tonnes represented in the lot, and (3) the contract unit price per tonne for the contract item of asphalt involved. If the compensation adjustment is a negative value, the compensation adjustment will be deducted from any moneys due, or that may become due, the Contractor under the contract. If the compensation adjustment is a positive value, it will be added to any moneys due, or that may become due, the Contractor under the contract.

Table 39-1.—Estimated Percent of Work Outside Specification Limits

Estimated Percent Outside Specification Limits (P <sub>U</sub> and/or P <sub>L</sub> )	Upper Quality Index Q <sub>U</sub> or Lower Quality Index Q <sub>L</sub>						
	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20
12	1.14	1.14	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
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28
40	0.28	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
42	0.23	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
44	0.16	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
46	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
48	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
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(Table continued next page)

Table 39-1 (continued).—Estimated Percent of Work Outside Specification Limits

Estimated Percent Outside Specification Limits (P <sub>U</sub> and/or P <sub>L</sub> )	Upper Quality Index Q <sub>U</sub> or Lower Quality Index Q <sub>L</sub>					
	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to
0	2.34	2.39	2.44	2.48	2.51	2.56
1	2.04	2.07	2.09	2.12	2.14	2.16
2	1.87	1.89	1.91	1.93	1.94	1.95
3	1.75	1.76	1.78	1.79	1.80	1.81
4	1.65	1.66	1.67	1.68	1.69	1.70
5	1.56	1.57	1.58	1.59	1.59	1.60
6	1.49	1.50	1.50	1.51	1.51	1.52
7	1.42	1.43	1.43	1.44	1.44	1.44
8	1.36	1.36	1.37	1.37	1.37	1.38
9	1.30	1.30	1.31	1.31	1.31	1.31
10	1.25	1.25	1.25	1.25	1.26	1.26
11	1.20	1.20	1.20	1.20	1.20	1.20
12	1.15	1.15	1.15	1.15	1.15	1.15
13	1.11	1.11	1.11	1.11	1.11	1.11
14	1.06	1.06	1.06	1.06	1.06	1.06
15	1.02	1.02	1.02	1.02	1.02	1.02
16	0.98	0.98	0.98	0.98	0.98	0.98
17	0.94	0.94	0.94	0.94	0.94	0.94
18	0.91	0.90	0.90	0.90	0.90	0.90
19	0.87	0.87	0.87	0.87	0.87	0.87
20	0.83	0.83	0.83	0.83	0.83	0.83
21	0.80	0.80	0.80	0.80	0.80	0.79
22	0.77	0.76	0.76	0.76	0.76	0.76
23	0.73	0.73	0.73	0.73	0.73	0.73
24	0.70	0.70	0.70	0.70	0.70	0.70
25	0.67	0.67	0.67	0.67	0.67	0.66
26	0.64	0.64	0.64	0.64	0.64	0.63
27	0.61	0.61	0.61	0.61	0.61	0.60
28	0.58	0.58	0.58	0.58	0.58	0.57
29	0.55	0.55	0.55	0.55	0.55	0.54
30	0.52	0.52	0.52	0.52	0.52	0.52
31	0.49	0.49	0.49	0.49	0.49	0.49
32	0.47	0.46	0.46	0.46	0.46	0.46
33	0.44	0.44	0.43	0.43	0.43	0.43
34	0.41	0.41	0.41	0.41	0.41	0.40
35	0.38	0.38	0.38	0.38	0.38	0.38
36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.33	0.33	0.33	0.33	0.33	0.32
38	0.30	0.30	0.30	0.30	0.30	0.30
39	0.28	0.28	0.28	0.28	0.28	0.28
40	0.25	0.25	0.25	0.25	0.25	0.25
41	0.23	0.23	0.23	0.23	0.23	0.23
42	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
44	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
46	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
48	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
50	0.00	0.00	0.00	0.00	0.00	0.00

Notes:1. If the value of Q<sub>U</sub> or Q<sub>L</sub> does not correspond to a value in the table, use the next lower value.

2. If Q<sub>U</sub> or Q<sub>L</sub> are negative values, P<sub>U</sub> or P<sub>L</sub> is equal to 100 minus the table value for P<sub>U</sub> or P<sub>L</sub>

Table 39-2.—Pay Factors

PAY FACTOR	Sample Size												
	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to
	Maximum Allowable Percent of Work Outside Specification Limits for A Given Pay Factor ( $P_u + P_L$ )												
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
Reject	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
	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41
Reject Values Greater Than Those Shown Above													

Notes:

- 1.To obtain a pay factor when the estimated percent outside specification limits from Table 39-1 does not correspond to a value in the table, use the next larger value.
- 2.The maximum obtainable pay factor is 1.05 (with a minimum of 8 test values).

Table 39-3.—Minimum Quality Control Required for Acceptance

<i>Index (i)</i>	<i>Quality Characteristic</i>	<i>Specification Limits</i>	<i>Weighting Factor (w) for Pay</i>	<i>Test Method</i>	<i>Minimum Sampling and Testing Frequency</i>	<i>Point of Sampling</i>
1	Asphalt Content **	TV ± 0.5%	0.30	Extraction or calibrated nuclear asphalt content gage California Test 310, 379 (Or) Ignition Oven (Test Method under development)	One sample per 450 tonnes or portion thereof In all cases not less than one sample per day	Mat behind paver
2	Gradation			Washed sieve analysis, California Test 202	One sample per 450 tonnes or portion thereof In all cases not less than one sample per day	Batch plant - from hot bins Drum Plant - from cold feed
3	19-mm or 12.5mm*	TV ± 5%	0.01			
4	9.5-mm	TV ± 6%	0.01			
5	4.75-mm	TV ± 7%	0.05			
6	2.36-mm	TV ± 5%	0.05			
7	600µm**	TV ± 4%	0.08			
8	75µm**	TV ± 2%	0.10			
8	Relative Compaction **	96%	0.40	California Test 375	Per Test Method. Test Lot 450 tonnes	Finished mat after final rolling
	Test Maximum Density			California Test 375	Per Test Method.	Mat behind the paver
	Mix Moisture Content	<1%		California Test 310 or 370	One sample per 450 tonnes or portion thereof In all cases not less than one sample per day	Mat behind the Paver
	Asphalt and Mix Temperature	120°C to 175°C (Asphalt) 135°C (Mix)			Continuous using an automated recording device	Plant

Notes:

1. TV = Target Value from Contractor's proposed mix design
  2. Production quantities which are less than the minimum specified in the Table shall be tested per the requirements of the Table.
  3. \* Depending on aggregate gradation specified.
- \*\*Quality characteristics 1, 6, 7 and 8 are defined as critical quality characteristics in the verification testing process.

## 39-11 MEASUREMENT AND PAYMENT

### 39-11.01 Measurement

Asphalt concrete will be measured by mass. The quantity to be paid for will be the combined mass of the mixture for the various types of asphalt concrete, as designated in the Engineer's Estimate.

The mass of the materials will be determined as provided in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Quantities of paving asphalt, liquid asphalt and asphaltic emulsion to be paid for as contract items of work will be determined in accordance with the methods provided in Sections 92, "Asphalts," 93, "Liquid Asphalts," or 94, "Asphaltic Emulsions," of the Standard Specifications, as the case may be.

When recorded batch masses are printed automatically, these masses may be used for determining pay quantities providing the following requirements are complied with:

- A. Total aggregate and supplemental fine aggregate mass per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch mass of aggregate shall include the supplemental fine aggregate.
- B. The total bitumen mass per batch shall be printed.
- C. Zero-tolerance mass shall be printed prior to weighing the first batch and after weighing the last batch of each truckload.
- D. The time, date, mix number, load number and truck identification shall be correlated with the load slip.
- E. A copy of the recorded batch masses shall be certified by a licensed weighmaster and submitted to the Engineer.

Pavement reinforcing fabric will be measured and paid for by the square meter for the actual pavement area covered.

### 39-11.02 Payment

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per tonne for asphalt concrete of the types designated in the Engineer's Estimate.

Compensation adjustment for asphalt concrete will be as specified in Section 39-10.02C, "Pay Factor Determination and Compensation Adjustment," of this specification.

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per tonne for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Full compensation for the Contractor's Quality Control Plan, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing, implementing, modifying and fulfilling the requirements of the Quality Control Plan, as specified in this specification, shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for Contractor sampling, testing, inspection, testing facilities, and preparation and submission of data, all as specified in these specifications, shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Quantities of pavement reinforcing fabric placed and paving asphalt applied as a binder for the pavement reinforcing fabric will be paid for at the contract price per square meter for pavement reinforcing fabric and per tonne for paving asphalt (binder-pavement reinforcing fabric). Full compensation for furnishing and spreading sand to cover exposed binder material, if necessary, shall be considered as included in the contract price paid per tonne for paving asphalt (binder-pavement reinforcing fabric) and no separate payment will be made therefor.

Small quantities of asphalt concrete placed on pavement reinforcing fabric to prevent the fabric from being displaced by construction equipment or to allow traffic to cross over the fabric, shall be considered as part of the layer of asphalt concrete to be placed over the fabric and will be measured and paid for by the tonne as asphalt concrete.

When there is a contract item for liquid asphalt (prime coat), the quantity of prime coat will be paid for at the contract price per tonne for the designated grade of liquid asphalt (prime coat). When there is no contract item for liquid asphalt (prime coat) and the special provisions require the application of prime coat, full compensation for furnishing and applying prime coat shall be considered as included in the contract price paid per tonne for the asphalt concrete, and no separate payment will be made therefor.

When there is a contract item for asphaltic emulsion (paint binder), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per tonne for asphaltic emulsion (paint binder). When there is no contract item for asphaltic emulsion (paint binder), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per tonne for the asphalt concrete, and no separate payment will be made therefor.

Fog seal coat will be paid for as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for any increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications, shall not apply to the items of paint binder or fog seal coat.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans and as specified in this specification and in Section 10-1, "General," elsewhere in these special provisions, and as directed by the Engineer.

## **39-12 MEASUREMENT AND PAYMENT**

### **39-12.01 MEASUREMENT**

Asphalt concrete will be measured by mass. The quantity to be paid for will be the combined mass of the mixture for the various types of asphalt concrete, as designated in the Engineer's Estimate.

The mass of the materials will be determined in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Quantities of paving asphalt, liquid asphalt, and asphaltic emulsion to be paid for as contract items of work will be determined in conformance with the methods provided in Section 92, "Asphalts," Section 93, "Liquid Asphalts," or Section 94, "Asphaltic Emulsions," of the Standard Specifications, as the case may be.

When recorded batch masses are printed automatically, these masses may be used for determining pay quantities provided the following requirements are complied with:

- A. Total aggregate and supplemental fine aggregate mass per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch mass of aggregate shall include the supplemental fine aggregate.
- B. The total bitumen mass per batch shall be printed.
- C. Zero-tolerance mass shall be printed prior to weighing the first batch and after weighing the last batch of each truckload.
- D. The time, date, mix number, load number, and truck identification shall be correlated with the load slip.
- E. A copy of the recorded batch masses shall be certified by a licensed weighmaster and submitted to the Engineer.

Pavement reinforcing fabric will be measured and paid for by the square meter for the actual pavement area covered.

### **39-12.02 PAYMENT**

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per tonne for asphalt concrete of the types designated in the Engineer's Estimate.

Compensation adjustment for asphalt concrete will be in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1, "Quality Control / Quality Assurance."

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per tonne for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

For asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips the relative compaction provisions of Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1, shall not apply. In the computation of the composite pay factor ( $PF_C$ ) for the lot composed of this asphalt concrete, an individual pay factor of 1.0 for the relative compaction ( $PF_{QC8}$ ) shall be used.

Full compensation for the Contractor's Quality Control Plan, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing, implementing, modifying, and fulfilling the requirements of the Quality Control Plan shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for Contractor sampling, testing, inspection, testing facilities, and preparation and submission of results shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Quantities of pavement reinforcing fabric placed and paving asphalt applied as a binder for the pavement reinforcing fabric will be paid for at the contract price per square meter for pavement reinforcing fabric and per tonne for paving asphalt (binder-pavement reinforcing fabric). Full compensation for furnishing and spreading sand to cover exposed binder material, if necessary, shall be considered as included in the contract price paid per tonne for paving asphalt (binder-pavement reinforcing fabric) and no separate payment will be made therefor.

Small quantities of asphalt concrete placed on pavement reinforcing fabric to prevent the fabric from being displaced by construction equipment or to allow public traffic to cross over the fabric shall be considered as part of the layer of asphalt concrete to be placed over the fabric and will be measured and paid for by the tonne as asphalt concrete of the types designated in the Engineer's Estimate.

When there is a contract item for liquid asphalt (prime coat), the quantity of prime coat will be paid for at the contract price per tonne for the designated grade of liquid asphalt (prime coat). When there is no contract item for liquid asphalt (prime coat) and the special provisions require the application of a prime coat, full compensation for furnishing and applying the prime coat shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

When there is a contract item for asphaltic emulsion (paint binder), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per tonne for asphaltic emulsion (paint binder). When there is no contract item for asphaltic emulsion (paint binder), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

Fog seal coat will be paid for as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for an increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of paint binder or fog seal coat.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete, complete in place, as shown on the plans, as specified in this Section 11-1, "Quality Control / Quality Assurance," and "Asphalt Concrete" in Section 10-1, "General," of these special provisions, and as directed by the Engineer.

**SECTION 12. (BLANK)**

**SECTION 13. (BLANK)**

**SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

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

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

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

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

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

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

Schedule B—Information for Determining Joint Venture Eligibility

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

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
 \_\_\_\_\_  
  - a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_
  - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
 \_\_\_\_\_
5. Nature of the joint venture's business \_\_\_\_\_  
 \_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? \_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).  
  - a. Profit and loss sharing.
  - b. Capital contributions, including equipment.
  - c. Other applicable ownership interests.

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

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

(1) Estimating \_\_\_\_\_

(2). Marketing and sales \_\_\_\_\_

(3). Hiring and firing of management personnel \_\_\_\_\_

(4) Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

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

**Affidavit**

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

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

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

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

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

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

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

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

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

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

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

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

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

##### **1. General:**

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

##### **2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

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

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

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

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

c. Helpers:

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

**9. Withholding for Unpaid Wages and Liquidated Damages:**

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

**V. STATEMENTS AND PAYROLLS**

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

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

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

2. Payrolls and Payroll Records:

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

- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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

### **VIII. SAFETY: ACCIDENT PREVENTION**

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

### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

#### **Notice To All Personnel Engaged On Federal-Aid Highway Projects**

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

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

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

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

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

**2. Instructions for Certification - Lower Tier Covered Transactions:**

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**FEDERAL-AID FEMALE AND MINORITY GOALS**

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

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

The following are goals for minority utilization:

**CALIFORNIA ECONOMIC AREA**

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

	<b>Goal (Percent)</b>
<b>179 Fresno-Bakersfield, CA</b>	
SMSA Counties:	
0680 Bakersfield, CA CA Kern.	19.1
2840 Fresno, CA CA Fresno.	26.1
Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
<b>180 Los Angeles, CA:</b>	
SMSA Counties:	
0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange.	11.9
4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
<b>181 San Diego, CA:</b>	
SMSA Counties	
7320 San Diego, CA. CA San Diego.	16.9
Non-SMSA Counties CA Imperial.	18.2

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.