

**** WARNING ** WARNING ** WARNING ** WARNING ****

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY ABOUT 37 KM
EAST OF SAN LUCAS FROM 0.7 KM EAST OF NORTH FORK ROAD TO 0.2 KM WEST OF
PRIEST VALLEY ROAD**

In District 05 On Route 198

Under

Bid book dated November 24, 2008

Standard Specifications dated 1999

Project Plans approved October 20, 2008

Standard Plans dated 2004

Identified by

Contract No. 05-0L2304

05-Mon-198-36.8/37.5

Bids Open: December 16, 2008

Dated: November 24, 2008

AADD

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SPECIAL NOTICES

- The Department moved the Amendments to the Standard Specifications to the back of the book titled "Notice to Bidders and Special Provisions."
- The Department retitled the "Proposal and Contract" book to "Bid" book and:
 1. Simplified the language
 2. Moved clauses and the contract form from the "Proposal and Contract" book into the Amendments to the Standard Specifications
 3. Standardized the forms
- The Department retitled the "Notice to Contractors" to "Notice to Bidders" and:
 1. Simplified the language
 2. Moved clauses from the "Notice to Contractors" into the Amendments to the Standard Specifications
 3. Standardized instructions for bidders' inquiries
- The Department incorporated boilerplate special provisions into the Amendments to the Standard Specifications.

TABLE OF CONTENTS

| | |
|--|----|
| NOTICE TO BIDDERS | 1 |
| COPY OF BID ITEM LIST..... | 3 |
| SPECIAL PROVISIONS..... | 5 |
| SECTION 1 (BLANK)..... | 5 |
| SECTION 2 BIDDING..... | 5 |
| SECTION 2-1 GENERAL..... | 5 |
| SECTION 3 CONTRACT AWARD AND EXECUTION..... | 5 |
| SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES | 5 |
| SECTION 5 GENERAL..... | 5 |
| SECTION 5-1 MISCELLANEOUS..... | 5 |
| 5-1.01 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS | 5 |
| 5-1.02 AREAS FOR CONTRACTOR'S USE..... | 6 |
| 5-1.03 PAYMENTS | 6 |
| 5-1.04 SUPPLEMENTAL PROJECT INFORMATION | 7 |
| 5-1.05 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD..... | 7 |
| 5-1.06 FIRE PLAN..... | 8 |
| 5-1.07 ENVIRONMENTALLY SENSITIVE AREA | 10 |
| SECTION 6. (BLANK)..... | 10 |
| SECTION 7. (BLANK)..... | 10 |
| SECTION 8. MATERIALS..... | 11 |
| SECTION 8-1. MISCELLANEOUS..... | 11 |
| 8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS | 11 |
| 8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS..... | 17 |
| 8-1.03 ENGINEERING FABRICS | 23 |
| 8-1.04 ASPHALTIC EMULSION | 23 |
| SECTION 8-2. CONCRETE | 23 |
| 8-2.01 PORTLAND CEMENT CONCRETE | 23 |
| SECTION 8-3. WELDING..... | 24 |
| 8-3.01 WELDING | 24 |
| SECTION 9. (BLANK)..... | 26 |
| SECTION 10. CONSTRUCTION DETAILS | 26 |
| SECTION 10-1. GENERAL..... | 26 |
| 10-1.01 CONSTRUCTION PROJECT INFORMATION SIGNS | 26 |
| 10-1.02 ORDER OF WORK..... | 27 |
| 10-1.03 ARCHAEOLOGICAL MONITORING AREA..... | 28 |
| 10-1.04 WATER POLLUTION CONTROL..... | 28 |
| 10-1.05 CONSTRUCTION SITE MANAGEMENT | 34 |
| 10-1.06 STREET SWEEPING | 43 |
| 10-1.07 TEMPORARY CONCRETE WASHOUT (PORTABLE) | 43 |
| 10-1.08 TEMPORARY CHECK DAM..... | 44 |
| 10-1.09 TEMPORARY CONSTRUCTION ENTRANCE | 46 |
| 10-1.10 PROGRESS SCHEDULE..... | 48 |
| 10-1.11 OBSTRUCTIONS..... | 48 |
| 10-1.12 DUST CONTROL..... | 48 |
| 10-1.13 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES..... | 48 |
| 10-1.14 CONSTRUCTION AREA SIGNS..... | 49 |
| 10-1.15 MAINTAINING TRAFFIC | 50 |
| 10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS | 52 |
| 10-1.17 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE..... | 53 |
| STATIONARY LANE CLOSURE..... | 53 |
| MOVING LANE CLOSURE..... | 53 |
| PAYMENT..... | 54 |
| 10-1.18 TEMPORARY PAVEMENT DELINEATION | 54 |

| | |
|---|----|
| 10-1.19 PORTABLE CHANGEABLE MESSAGE SIGN..... | 55 |
| 10-1.20 TEMPORARY SIGNAL SYSTEM..... | 56 |
| OPERATION | 56 |
| MAINTAINING TEMPORARY SIGNAL SYSTEM..... | 56 |
| CONDUCTORS AND WIRING..... | 56 |
| BONDING AND GROUNDING | 57 |
| SERVICE | 57 |
| GENERATOR..... | 57 |
| GENERATOR OPERATION | 57 |
| STATE-FURNISHED CONTROLLER ASSEMBLY | 57 |
| DETECTORS..... | 57 |
| BATTERY BACKUP SYSTEM..... | 58 |
| SALVAGING SIGNAL SYSTEM | 59 |
| PAYMENT..... | 59 |
| 10-1.21 TEMPORARY RAILING..... | 60 |
| 10-1.22 CHANNELIZER..... | 60 |
| 10-1.23 TEMPORARY CRASH CUSHION MODULE | 60 |
| 10-1.24 EXISTING HIGHWAY FACILITIES..... | 61 |
| REMOVE PAVEMENT MARKER | 61 |
| REMOVE TRAFFIC STRIPE..... | 61 |
| REMOVE DRAINAGE FACILITY | 62 |
| RESET ROADSIDE SIGN | 62 |
| 10-1.25 CLEARING AND GRUBBING | 62 |
| 10-1.26 EARTHWORK | 62 |
| 10-1.27 CONTROLLED LOW STRENGTH MATERIAL..... | 63 |
| 10-1.28 DUFF..... | 63 |
| 10-1.29 EROSION CONTROL (COMPOST BLANKET)..... | 64 |
| 10-1.30 JUTE MESH | 67 |
| 10-1.31 AGGREGATE BASE | 67 |
| 10-1.32 HOT MIX ASPHALT | 67 |
| 10-1.33 CONCRETE STRUCTURES | 68 |
| 10-1.34 FURNISH SIGN..... | 68 |
| SHEET ALUMINUM | 68 |
| RETROREFLECTIVE SHEETING..... | 69 |
| PROCESS COLOR AND FILM | 69 |
| SINGLE SHEET ALUMINUM SIGN..... | 69 |
| 10-1.35 CORRUGATED METAL PIPE..... | 69 |
| 10-1.36 SLOPE PROTECTION..... | 69 |
| 10-1.37 MISCELLANEOUS IRON AND STEEL | 70 |
| 10-1.38 TYPE BW FENCE..... | 70 |
| 10-1.39 MARKERS AND DELINEATORS..... | 70 |
| 10-1.40 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)..... | 70 |
| 10-1.41 PAVEMENT MARKERS..... | 71 |
| AMENDMENTS TO THE STANDARD SPECIFICATIONS..... | 72 |

STANDARD PLANS LIST

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

| | |
|------------|---|
| A10A | Acronyms and Abbreviations (A-L) |
| A10B | Acronyms and Abbreviations (M-Z) |
| A10C | Symbols (Sheet 1 of 2) |
| A10D | Symbols (Sheet 2 of 2) |
| A20A | Pavement Markers and Traffic Lines, Typical Details |
| A20B | Pavement Markers and Traffic Lines, Typical Details |
| A24E | Pavement Markings – Words and Crosswalks |
| A73B | Markers |
| A73C | Delineators, Channelizers and Barricades |
| A86 | Barbed Wire And Wire Mesh Fences |
| D89 | Pipe Headwalls |
| NSP H51 | Erosion Control Details (Fiber Roll) |
| RSP T1A | Temporary Crash Cushion, Sand Filled (Unidirectional) |
| RSP T1B | Temporary Crash Cushion, Sand Filled (Bidirectional) |
| RSP T2 | Temporary Crash Cushion, Sand Filled (Shoulder Installations) |
| T3 | Temporary Railing (Type K) |
| RSP T13 | Traffic Control System for Lane Closure on Two Lane Conventional Highways |
| T57 | Temporary Water Pollution Control Details (Temporary Check Dam) |
| T59 | Temporary Water Pollution Control Details (Temporary Concrete Washout Facility) |
| 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 |
| S93 | Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape |
| S94 | Roadside Single Sheet Aluminum Signs, Rectangular Shape |
| S95 | Roadside Single Sheet Aluminum Signs, Diamond Shape |
| RSP ES-1A | Electrical Systems (Symbols And Abbreviations) |
| RSP ES-1B | Electrical Systems (Symbols And Abbreviations) |
| RSP ES-1C | Electrical Systems (Symbols And Abbreviations) |
| RSP ES-3B | Electrical Systems (Controller Cabinet Details) |
| RSP ES-3C | Electrical Systems (Controller Cabinet Details) |
| RSP ES-4C | Electrical Systems (Signal Heads and Mountings) |
| RSP ES-4D | Electrical Systems (Signal Heads and Mountings) |
| ES-4E | Electrical Systems (Signal Faces and Mountings) |
| RSP ES-5A | Electrical Systems (Detectors) |
| ES-5B | Electrical Systems (Detectors) |
| RSP ES-5D | Electrical Systems (Detectors) |
| RSP ES-8 | Electrical Systems (Pull Box Details) |
| RSP ES-10 | Electrical Systems (Isolux Diagrams) |
| RSP ES-13A | Electrical Systems (Splicing Details) |
| RSP ES-13B | Electrical Systems (Wiring Details and Fuse Ratings) |

DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS

Bids Open: December 16, 2008
Dated: November 24, 2008
General work description: Correct vertical curve

The Department will receive sealed bids for CONSTRUCTION ON STATE HIGHWAY IN MONTEREY COUNTY ABOUT 37 KM EAST OF SAN LUCAS FROM 0.7 KM EAST OF NORTH FORK ROAD TO 0.2 KM WEST OF PRIEST VALLEY ROAD.

District-County-Route-Kilometer Post: 05-Mon-198-36.8/37.5

Contract No. 05-0L2304

The Contractor must have either a Class A license or one of the following Class C licenses: C-12.

The DVBE Contract goal is 5 percent.

Bids must be on a unit price basis.
Complete the work within 80 working days.
The estimated cost of the project is \$910,000.
No prebid meeting is scheduled for this project.

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

The Department will open and publicly read aloud the bids immediately after the specified closing time. The Department invites bidders or their authorized agents to attend.

Standard Specifications and Standard Plans may be viewed at the Department's Web site and may be purchased at:
Department of Transportation, Publications Unit
1900 Royal Oaks Drive
Sacramento, CA 95815

Special Provisions and Project Plans may be viewed at:

1. The Department's Web site
2. District office of the district in which the work is located
3. Districts 4 and 12 offices
4. Department of Transportation, Bid Documents
1120 N Street, Room 0200, Mail Station 26
Sacramento, CA 95814
Telephone no.: (916) 654-4490

District office addresses are provided in the Standard Specifications.

The Bid book, Special Provisions, Project Plans, and Information Handout may be obtained at the 1120 N Street location. To expedite orders, a bidder may obtain these documents by faxing an order to (916) 654-7028. Fax orders must include credit card charge number, card expiration date, and authorizing signature.

Bidders' inquiries may be presented to the Department by following the instructions at:

http://www.dot.ca.gov/hq/esc/oe/project_status/bid_inq.html

The Department posts responses to the questions at the District Web sites.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, such questions will not be treated as bid protests.

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

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

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

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

DEPARTMENT OF TRANSPORTATION

Dated November 24, 2008

D05RHW

**COPY OF BID ITEM LIST
(NOT TO BE USED FOR BIDDING PURPOSES)**

05-0L2304

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|----------|-----------|---|-----------------|--------------------|
| 1 | 074016 | CONSTRUCTION SITE MANAGEMENT | LS | LUMP SUM |
| 2 | 074019 | PREPARE STORM WATER POLLUTION PREVENTION PLAN | LS | LUMP SUM |
| 3 | 074033 | TEMPORARY CONSTRUCTION ENTRANCE | EA | 2 |
| 4 | 074035 | TEMPORARY CHECK DAM | M | 36 |
| 5 | 074041 | STREET SWEEPING | LS | LUMP SUM |
| 6 | 074042 | TEMPORARY CONCRETE WASHOUT (PORTABLE) | LS | LUMP SUM |
| 7 | 120090 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM |
| 8 | 120100 | TRAFFIC CONTROL SYSTEM | LS | LUMP SUM |
| 9 | 120152 | TEMPORARY PAVEMENT MARKING (TAPE) | M2 | 2.2 |
| 10 | 120165 | CHANNELIZER (SURFACE MOUNTED) | EA | 70 |
| 11 | 128601 | TEMPORARY SIGNAL SYSTEM | LS | LUMP SUM |
| 12 | 128650 | PORTABLE CHANGEABLE MESSAGE SIGN | LS | LUMP SUM |
| 13 | 129000 | TEMPORARY RAILING (TYPE K) | M | 1190 |
| 14 | 129100 | TEMPORARY CRASH CUSHION MODULE | EA | 56 |
| 15 | 150606 | REMOVE FENCE (TYPE BW) | M | 240 |
| 16 | 150704 | REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE | M | 150 |
| 17 | 015436 | REMOVE CORRUGATED STEEL PIPE | M | 1 |
| 18 | 150821 | REMOVE HEADWALL | EA | 1 |
| 19 | 152320 | RESET ROADSIDE SIGN | EA | 1 |
| 20 | 160101 | CLEARING AND GRUBBING | LS | LUMP SUM |

Contract No. 05-0L2304

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|-----------|-----------|---|-----------------|--------------------|
| 21 | 190101 | ROADWAY EXCAVATION | M3 | 7420 |
| 22 | 190110 | LEAD COMPLIANCE PLAN | LS | LUMP SUM |
| 23 | 202007 | DUFF | M2 | 7070 |
| 24 | 203002 | EROSION CONTROL (COMPOST BLANKET) | M3 | 150 |
| 25 | 203021 | FIBER ROLLS | M | 510 |
| 26 | 203561 | JUTE MESH | M2 | 1490 |
| 27 | 260201 | CLASS 2 AGGREGATE BASE | M3 | 2410 |
| 28 | 390132 | HOT MIX ASPHALT (TYPE A) | TONN | 1680 |
| 29 (F) | 510502 | MINOR CONCRETE (MINOR STRUCTURE) | M3 | 1.8 |
| 30 | 664032 | 900 MM CORRUGATED STEEL PIPE (1.63 MM THICK) | M | 8 |
| 31 | 721011 | ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B) | M3 | 1.8 |
| 32 | 729010 | ROCK SLOPE PROTECTION FABRIC | M2 | 6 |
| 33 (F) | 750001 | MISCELLANEOUS IRON AND STEEL | KG | 62 |
| 34 | 800007 | FENCE (TYPE BW, 5 STRAND, METAL POST) | M | 260 |
| 35 | 820107 | DELINEATOR (CLASS 1) | EA | 24 |
| 36 | 840560 | THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE) | M | 1570 |
| 37 | 850111 | PAVEMENT MARKER (RETROREFLECTIVE) | EA | 200 |
| 38 | 999990 | MOBILIZATION | LS | LUMP SUM |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

SECTION 1 (BLANK)

SECTION 2 BIDDING

SECTION 2-1 GENERAL

Reserved

SECTION 3 CONTRACT AWARD AND EXECUTION

Reserved.

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

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

Liquidated damages are \$1,900 per day starting on the 1st day after exceeding 80 working days.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

5-1.01 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

| ITEM CODE | ITEM |
|-----------|--------------------------|
| 390132 | HOT MIX ASPHALT (TYPE A) |

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

The adjustment in compensation will be determined in conformance with the following formulae when the item of hot mix asphalt are included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in asphalt binder price index exceeding 10 percent:

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

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

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

- D. Where:

A = Adjustment in dollars per tonne of asphalt binder used to produce hot mix asphalt rounded to the nearest \$0.01.
Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

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

Q = Quantity in tonnes of asphalt binder that was used in producing the quantity of hot mix asphalt shown under "This Estimate" on the monthly estimate using the amount of asphalt binder determined by the Engineer .

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

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, ExxonMobil, and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields.

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

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

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

5-1.02 AREAS FOR CONTRACTOR'S USE

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

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

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

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

5-1.03 PAYMENTS

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

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Clearing and Grubbing \$3,000.00
- B. Lead Compliance Plan \$2,000.00

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

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

5-1.04 SUPPLEMENTAL PROJECT INFORMATION

The Department makes the following supplemental project information available:

| Supplemental Project Information | |
|--|--|
| Means | Description |
| Included in the Information Handout | Installation Details for State-Furnished Battery Backup System |
| Available for inspection at the District 5 Construction Office | Cross Sections |

5-1.05 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

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

The State Water Resources Control Board (SWRCB) has issued to the Department a permit that governs storm water and non-storm water discharges from the Department's properties, facilities, and activities. The Department's permit is entitled "Order No. 99 - 06 - DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)." Copies of the Department's permit are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254, and may also be obtained at:

<http://www.swrcb.ca.gov/stormwtr/caltrans.html>

The Department's permit references and incorporates by reference the current statewide general permit issued by the SWRCB entitled "Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Runoff Associated with Construction Activity" that regulates discharges of storm water and non-storm water from construction activities disturbing 0.4-hectare or more of soil in a common plan of development. Sampling and analysis requirements as specified in SWRCB Resolution No. 2001-46 are added to the statewide general permit. Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained at:

<http://www.swrcb.ca.gov/stormwtr/construction.html>

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits."

This project shall conform to the permits and modifications thereto. The Contractor shall maintain copies of the permits at the project site and shall make them available during construction.

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

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

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

WITHHOLDS

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

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

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

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

5-1.06 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 California Department of Forestry and Fire Protection (Cal Fire) Unit Headquarters, the United States Forest Service (USFS) Ranger District office and USDI, Bureau of Land Management (BLM) Field Office and providing these phone numbers 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 Danger Rating is at "Low," or the determination of the Fire Danger Rating is suspended due to precipitation/winter conditions or, if in an area not covered by the Fire Danger 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, BLM or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.
- C. Toilets shall have a metal receptacle, at least 150 mm in diameter by 200 mm deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 15 m of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 4.6 m from the engine.
- E. The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste. The first order of work shall be to clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered by the Engineer and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.
- F. The Contractor shall furnish each piece of equipment with the following:
 - 1. one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
 - 2. one shovel and one back-pack 20-L water-filled tank with pump for each welder,

3. one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 8 m from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234,
 4. shovels shall be size "O" or larger and shall be not less than 1.2 m in length.
- G. The Contractor shall furnish a pickup truck and driver 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 obtain the daily Adjective Fire Danger Rating for the project area from the nearest Cal Fire Unit Headquarters or USFS Ranger District office and conform to the following:
1. In 1974, the Forest Service, Bureau of Land Management and state forestry organizations established a standard adjective description for five levels of fire danger for use in public information releases and fire prevention signing.

| Fire Danger Rating and Color Code | Description |
|-----------------------------------|--|
| Low (L) (Green) | Fuels do not ignite readily from small firebrands although a more intense heat source, such as lightning, may start fires in duff or punky wood. Fires in open cured grasslands may burn freely a few hours after rain, but woods fires spread slowly by creeping or smoldering, and burn in irregular fingers. There is little danger of spotting. |
| Moderate (M) (Blue) | Fires can start from most accidental causes but, with the exception of lightning fires in some areas, the number of starts is generally low. Fires in open cured grasslands will burn briskly and spread rapidly on windy days. Timber fires spread slowly to moderately fast. The average fire is of moderate intensity, although heavy concentrations of fuel, especially draped fuel, may burn hot. Short-distance spotting may occur, but is not persistent. Fires are not likely to become serious and control is relatively easy. |
| High (H) (Yellow) | All fine dead fuels ignite readily and fires start easily from most causes. Unattended brush and campfires are likely to escape. Fires spread rapidly and short-distance spotting is common. High-intensity burning may develop on slopes or in concentrations of fine fuels. Fires may become serious and their control difficult unless they are attached successfully while small. |
| Very High (VH) (Orange) | Fires start easily from all causes and, immediately after ignition, spread rapidly and increase quickly in intensity. Spot fires are a constant danger. Fires burning in light fuels may quickly develop high intensity characteristics such as long-distance spotting and fire whirlwinds when they burn into heavier fuels. |
| Extreme (E) (Red) | Fires start quickly, spread furiously, and burn intensely. All fires are potentially serious. Development into high intensity burning will usually be faster and occur from smaller fires than in the very high fire danger class. Direct attack is rarely possible and may be dangerous except immediately after ignition. Fires that develop headway in heavy slash or in conifer stands may be unmanageable while the extreme burning condition lasts. Under these conditions the only effective and safe control action is on the flanks until weather changes or the fuel supply lessens. |

2. Arrangements have been made with the United States Forest Service and the Department of Forestry and Fire Protection to notify the Department of Transportation when the Fire Danger Rating is "Very High" or "Extreme" within numbered Fire Danger Rating Areas as shown on maps furnished by the Department of Transportation. The Department of Transportation will furnish this information to the Engineer, who will notify the Contractor for dissemination and action in the area affected. If there is discrepancy between this notice of Fire Danger Rating and the Fire Danger Rating obtained from the nearest office of either Cal Fire or USFS then the Contractor shall conduct operations according to the higher of the two Fire Danger Ratings.
3. When the Fire Danger Rating 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. |

4. When the Fire Danger Rating 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. |

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 Danger Rating 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 Danger Rating. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Danger Rating.

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

5-1.07 ENVIRONMENTALLY SENSITIVE AREA

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

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

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

The Contractor shall mitigate damage or impacts to the ESA caused by the Contractor's operations, at the Contractor's expense. If the Engineer determines mitigation work will be performed by others, or if mitigation fees are assessed the Department, deductions from moneys due or to become due the Contractor will be made for the mitigation costs.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

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

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

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

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT
ASTM Designation: A 82

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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

| METRIC BAR DESIGNATION NUMBER ¹ SHOWN ON THE PLANS | BAR DESIGNATION NUMBER ² TO BE SUBSTITUTED |
|--|--|
| 10 | 3 |
| 13 | 4 |
| 16 | 5 |
| 19 | 6 |
| 22 | 7 |
| 25 | 8 |
| 29 | 9 |
| 32 | 10 |
| 36 | 11 |
| 43 | 14 |
| 57 | 18 |

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

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

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

| METRIC SIZE SHOWN ON THE PLANS mm | SIZE TO BE SUBSTITUTED inch |
|--------------------------------------|--------------------------------|
| 6 or 6.35 | 1/4 |
| 8 or 7.94 | 5/16 |
| 10 or 9.52 | 3/8 |
| 11 or 11.11 | 7/16 |
| 13, 12.70, or M12 | 1/2 |
| 14 or 14.29 | 9/16 |
| 16, 15.88, or M16 | 5/8 |
| 19, 19.05, or M20 | 3/4 |
| 22, 22.22, or M22 | 7/8 |
| 24, 25, 25.40, or M24 | 1 |
| 29, 28.58, or M27 | 1-1/8 |
| 32, 31.75, or M30 | 1-1/4 |
| 35 or 34.93 | 1-3/8 |
| 38, 38.10, or M36 | 1-1/2 |
| 44 or 44.45 | 1-3/4 |
| 51 or 50.80 | 2 |
| 57 or 57.15 | 2-1/4 |
| 64 or 63.50 | 2-1/2 |
| 70 or 69.85 | 2-3/4 |
| 76 or 76.20 | 3 |
| 83 or 82.55 | 3-1/4 |
| 89 or 88.90 | 3-1/2 |
| 95 or 95.25 | 3-3/4 |
| 102 or 101.60 | 4 |

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

SUBSTITUTION TABLE FOR WIRE

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

SUBSTITUTION TABLE FOR PIPE PILES

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

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

SUBSTITUTION TABLE FOR CIDH CONCRETE PILING

| METRIC SIZE SHOWN ON THE PLANS | ACTUAL AUGER SIZE TO BE SUBSTITUTED inches |
|-----------------------------------|--|
| 350 mm | 14 |
| 400 mm | 16 |
| 450 mm | 18 |
| 600 mm | 24 |
| 750 mm | 30 |
| 900 mm | 36 |
| 1.0 m | 42 |
| 1.2 m | 48 |
| 1.5 m | 60 |
| 1.8 m | 72 |
| 2.1 m | 84 |
| 2.4 m | 96 |
| 2.7 m | 108 |
| 3.0 m | 120 |
| 3.3 m | 132 |
| 3.6 m | 144 |
| 4.0 m | 156 |
| | |
| | |
| | |
| | |

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

SUBSTITUTION TABLE FOR NAILS AND SPIKES

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

SUBSTITUTION TABLE FOR IRRIGATION
COMPONENTS

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

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

1. Apex, Model 921AR (100 mm x 100 mm)
2. Ennis Paint, Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and C80FH
3. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm) and ARC Round Shoulder (100 mm x 100 mm)
4. 3M Series 290 (89 mm x 100 mm)
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (100 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis Paint, Model 948 (58 mm x 119 mm)
 2. Ennis Paint, Model 944SB (51 mm x 100 mm)*
 3. Ray-O-Lite, Model 2002 (51 mm x 117 mm)
 4. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*
- *For use only in 114 mm wide (older) recessed slots

Non-Reflective, 100-mm Round

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

1. Vega Molded Products "Temporary Road Marker" (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)

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

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750

8. 3M Series A145, Removable Black Line Mask
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

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

Ceramic Surfacing Laminate, 150 mm x 150 mm

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700-mm

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

Special Use Type, 1700-mm

1. Filtrona Extrusion, Model FG 560 (with 450-mm U-Channel base)
2. Carsonite, "Survivor" (with 450-mm U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 450-mm U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 450-mm U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 200-mm pavement anchor (SH248-GP1)
8. Safe-Hit with 380-mm soil anchor (SH248-GP2) and with 450-mm soil anchor (SH248-GP3)

Surface Mount Type, 1200-mm

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

CHANNELIZERS

Surface Mount Type, 900-mm

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

Lane Separation System

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

CONICAL DELINEATORS, 1070-mm

(For 700-mm Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-1070 mm"
3. Traffix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

OBJECT MARKERS

Type "K", 450-mm

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

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

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

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

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

Non-Impactable Type

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

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Filtrona Extrusion, "Mini" (75 mm x 254 mm)
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 400-mm

(For use to the right of traffic)

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

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

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686-mm

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 100-mm and 150-mm Sleeves

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

Drums

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

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

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

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

1. Avery Dennison, W-2100 Series

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

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

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

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

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

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

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

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

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

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

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

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

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

SPECIALTY SIGNS

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

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 1400 mm.

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

8-1.03 ENGINEERING FABRICS

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

Filter fabric for this project shall be ultraviolet (UV) ray protected.

8-1.04 ASPHALTIC EMULSION

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

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

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

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

The limitation on tricalcium silicate (C₃S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

SECTION 8-3. WELDING

8-3.01 WELDING

GENERAL

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

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

| AWS Code | Year of Adoption |
|----------|------------------|
| D1.1 | 2006 |
| D1.4 | 2005 |
| D1.5 | 2002 |
| D1.6 | 1999 |

Requirements of the AWS welding codes shall apply unless otherwise specified in the Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or AASHTO/AWS.

Section 6.1.1.1 of AWS D1.5 is replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing of each weld joint prior to welding, during welding, and after welding as specified in this section and as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

Unless otherwise specified, Sections 6.1.3 through 6.1.4.3 of AWS D1.1, Section 7.1.2 of AWS D1.4, and Sections 6.1.1.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

When any work is welded in conformance with the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications, not including Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications, Section 6.1.4 of AWS D1.1 is replaced with the following:

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship and shall be currently certified as an AWS CWI in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors," or as a Welding Inspector Specialist (WIS) in conformance with the requirements in AWS B5.2, "Specification for the Qualification of Welding Inspector Specialists and Welding Inspector Assistants."

Section 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

- A. Certified NDT Level II technicians, or;
- B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Section 6.5.4 of AWS D1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 6.26. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities shall be aided by strong light, magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Section 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the Standard Specifications, or in these special provisions. Except as provided for in these special provisions, additional NDT required by the Engineer, and associated repair work, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means approved by the Engineer.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

In addition to the requirements of AWS D1.1, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.1, Section 4.1.1, shall be consistent for each pass in a weld joint and shall in no case vary by more than ± 10 percent for travel speed, ± 10 percent for amperage, and ± 7 percent for voltage as measured from a predetermined target value or average within each weld pass. The travel speed shall in no case vary by more than ± 15 percent when using submerged arc welding.

- B. When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

In addition to the requirements of AWS D1.5, Section 5.12 or 5.13, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of two WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Section 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Section 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Section 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than ± 10 percent for travel speed, ± 10 percent for amperage, and ± 7 percent for voltage as measured from a predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than ± 15 percent when using submerged arc welding.
- D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
- F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
- G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 75 mm in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 CONSTRUCTION PROJECT INFORMATION SIGNS

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 1 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

| |
|---------------------|
| STATE HIGHWAY FUNDS |
|---------------------|

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

HIGHWAY IMPROVEMENT

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.02 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.

The first of order of work shall be the installation of fence (Type BW, 5 strand, metal post) and the C23B (mod) signs.

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 "Environmentally Sensitive Area" and "Archeological Monitoring Area" of these special provisions. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field. The boundaries shall be delineated by the installation of fence (Type BW, 5 strand, metal post).

The first order of work shall be to place the order for the electrical equipment. The Engineer shall be furnished a statement from the vendor that the order for the electrical equipment has been received and accepted by the vendor.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

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

Prior to applying tack coat, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the HMA (Type A) has been placed. After completion of the HMA (Type A) operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per tonne for HMA (Type A), and no additional compensation will be allowed therefor.

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

At least 30 days before applying seeds, furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor must include the names and quantity of seed ordered and the anticipated date of delivery.

The Engineer designates ground locations of erosion control by directing the placing of stakes or other suitable markers before application of erosion control materials as specified under "Erosion Control (Compost Blanket) of these special provisions.

Unless otherwise shown on the plans or specified in these special provisions, conduits to be jacked or drilled or installed by the open trench method for water line crossovers and sprinkler control crossovers must be installed before the installation of other pipe supply lines.

10-1.03 ARCHAEOLOGICAL MONITORING AREA

An archaeological monitoring area (AMA) within and near the limits of construction is shown on the plans. The Department assigns an archaeological monitor to monitor job site activities within the AMA. Work within an AMA shall conform to the requirements of the section of these special provisions entitled "Archaeological Discoveries" and these special provisions. Do not work within the AMA unless the archeological monitor is present.

The Engineer conducts a field review with you and the Department archaeological monitor of the location of AMAs shown on the plans at least 5 days before start of work. The Engineer will determine and mark the exact boundaries of the AMA at the job site.

Before starting work, install fence (Type BW, 5 strand, metal post) to define the boundaries of the AMA.

Notify the Engineer in writing at least 5 days before starting work within an AMA, and include with the notification a schedule of days and hours to be worked.

If an archaeological find is discovered within an AMA, stop all work within a 18.5 meter radius of the find. Archaeological materials found are the property of the State. Do not resume work within the 18.5 meter radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the site of an AMA. When ordered by the Engineer, furnish labor, material, tools and equipment, to assist in the investigation or recovery of archaeological materials within the AMA and the cost will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

10-1.04 WATER POLLUTION CONTROL

GENERAL

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

The Contractor may obtain other National Pollutant Discharge Elimination System (NPDES) permits that apply to activities and mobile operations within or outside of the project limits including hot mix asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, or access roads.

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

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

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

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

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

- A. Rules and regulations
- B. Implementation and maintenance for:
 - 1. Temporary Soil Stabilization
 - 2. Temporary Sediment Control
 - 3. Tracking Control
 - 4. Wind Erosion Control

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

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

The WPCM shall be:

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

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

STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for approval. The SWPPP shall conform to the requirements in the Preparation Manual, the NPDES permit, and these special provisions. The SWPPP shall be submitted in place of the water pollution control program required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

The SWPPP shall include water pollution control practices:

- A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:
 - 1. Staging areas.
 - 2. Storage yards.
 - 3. Access roads.
- B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.
- C. For activities or mobile operations related to all NPDES permits.

The SWPPP shall include a schedule that:

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

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

- A.. Temporary Sediment Control
 - 1. Temporary Check Dam
 - 2. Street Sweeping_

- B. Tracking Control
 - 1. Temporary Construction Entrance_
- C. Wind Erosion Control
 - 1. Construction Site Management_
- D. Non-Storm Water Management
 - 1. Construction Site Management
- E. Waste Management and Materials Pollution Control
 - 1. Temporary Concrete Washout (Portable)
 - 2. Construction Site Management_

The SWPPP shall include the following contract items of work for permanent water pollution control as shown on the plans or as specified in these special provisions:

- A. Erosion Control (Compost Blanket)_
- B. Fiber Rolls
- C. Jute Mesh
- D. Duff
- E. Rock Slope Protection

Within 20 days after contract approval, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Contractor shall allow 20 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete SWPPP is resubmitted. When the Engineer approves the SWPPP, the Contractor shall submit 4 copies of the approved SWPPP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the SWPPP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

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

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

The Contractor shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

SAMPLING AND ANALYSIS

The Contractor shall include a Sampling and Analysis Plan (SAP) in the SWPPP to monitor the effectiveness of the water pollution control practices. The Contractor shall prepare the SAP in conformance with the Preparation Manual.

The Contractor shall designate trained personnel to collect water quality samples. The personnel and training shall be documented in the SAP. Training shall consist of the following elements:

- A. SAP review,
- B. Health and safety review, and
- C. Sampling simulations.

In the SAP the Contractor shall describe the following water quality sampling procedures:

- A. Sampling preparation,
- B. Collection,
- C. Quality assurance and quality control,
- D. Sample labeling,
- E. Collection documentation,
- F. Sample shipping,
- G. Chain of custody,
- H. Sample numbering, and
- I. Precautions from the construction site health and safety plan.

The Contractor shall document sample collection during precipitation.

Samples to be analyzed in the field shall be taken by the Contractor's designated sampling personnel using collection and analysis methods, and equipment calibration specified by the manufacturer of the sampling equipment. Samples to be analyzed by a laboratory, shall be sampled, preserved, and analyzed by a State-certified laboratory in conformance with the requirements in 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants." The Contractor shall identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method in the SAP. A list of State-certified laboratories that are approved by the Department is available at:

<http://www.dhs.ca.gov/ps/ls/ELAP/html/lablist.htm>

Sediment and Turbidity

This project discharges directly into _____, a body of water required by the Clean Water Act, Section 303(d) to be listed as impaired due to _____. The Contractor shall describe in the SAP the schedule and strategy for monitoring _____ in the listed body of water in accordance with the provisions in this section.

The Contractor shall develop the SAP schedule so that water quality samples are taken within 2 hours of discharge from precipitation during daylight hours (sunrise to sunset), regardless of the time of year, day of the week, or condition of the construction site. If precipitation occurs again after at least 72 hours of dry weather the Contractor shall take new samples, however, sampling will not be required more than 4 times in 30 days.

In the SAP the Contractor shall identify the locations where runoff sources on the construction site discharge directly into the listed body of water, and the locations where water flows onto the project with the potential to combine with runoff that discharges directly into the listed body of water. These locations shall also be shown on the SWPPP Water Pollution Control Drawings.

The Contractor shall identify locations for collecting water quality samples and the reason for their selection. Sampling locations shall also be shown on the SWPPP Water Pollution Control Drawings. The sampling locations shall include:

- A. Upstream from direct discharges from the construction site,
- B. Immediately downstream from the last point of direct discharge from the construction site, and
- C. Immediately downhill from the locations where water flows onto the right of way.

The Contractor shall specify in the SAP that for discharges into bodies of water listed as impaired due to sedimentation/siltation, samples will be analyzed for both settleable solids in accordance with the requirements of EPA Test Method 160.5, and total suspended solids in accordance with EPA Test Method 160.2; or for suspended sediment concentration in accordance with the requirements in ASTM Designation: D 3977.

For discharges to 303(d) bodies of water listed as impaired due to turbidity the Contractor shall specify in the SAP that samples will be analyzed for turbidity in accordance with the requirements in EPA Test Method 180.1.

Non-Visible Pollutants

This project has the potential to discharge non-visible pollutants in storm water from the construction site. The Contractor shall include in the SAP a description of the sampling and analysis strategy to be implemented on the project for monitoring non-visible pollutants.

In the SAP the Contractor shall identify potential non-visible pollutants that will be present on the construction site associated with the following:

- A. Construction materials and wastes;
- B. Existing contamination due to historical site usage; or
- C. Application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water.

The Contractor shall show the locations planned for storage and use of the potential non-visible pollutants on the SWPPP Water Pollution Control Drawings.

The Contractor shall include in the SAP the following list of conditions that require sampling when observed during a storm water inspection:

- A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.
- B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but:
 - 1. A breach, leakage, malfunction, or spill is observed;
 - 2. The leak or spill has not been cleaned up before precipitation; and
 - 3. There is the potential for discharge of non-visible pollutants to surface waters or drainage system.
- C. Construction activities; such as application of fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound; have occurred during precipitation or within 24 hours preceding precipitation, and have the potential to discharge pollutants to surface waters or drainage system.
- D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and have the potential to discharge pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentrations of non-visible pollutants in the soil amendment).
- E. Storm water runoff from an area contaminated by historical usage of the site has the potential to discharge pollutants to surface waters or drainage system.

The Contractor shall describe in the SAP the schedule for collecting a sample downhill from each non-visible pollutant source and an uncontaminated control sample, during the first 2 hours of discharge from precipitation during daylight hours that result in enough discharge for sample collection. If discharge flows to the non-visible pollutant source, a sample shall be collected immediately downhill from where the discharge enters the Department's right of way. If precipitation occurs again after at least 72 hours of dry weather the Contractor shall take new samples.

In the SAP the Contractor shall identify sampling locations for collecting downstream and control samples, and the reason for their selection. The control sampling location shall be selected so the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. The Contractor shall show non-visible pollutant sampling locations on the SWPPP Water Pollution Control Drawings.

The Contractor shall identify in the SAP the analytical method to be used for downhill and control samples for potential non-visible pollutants on the project.

Analytical Results and Evaluation

The Contractor shall submit a hard copy and electronic copy of water quality analytical results, and quality assurance and quality control data to the Engineer within 5 days of sampling for field analyses, and within 30 days for laboratory analyses. The Contractor shall also provide an evaluation of whether the downhill samples show levels of the tested parameter higher than in the control sample. If downhill or downstream samples show increased levels, the Contractor will assess the water pollution control measures, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify water pollution control measures to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbs, or .mdb) shall have the following information:

- A. Sample identification number.
- B. Contract number.
- C. Constituent.
- D. Reported value.
- E. Analytical method.
- F. Method detection limit.
- G. Reported limit.

The Contractor shall maintain the water quality sampling documentation and analytical results with the SWPPP on the project site.

If construction activities or knowledge of site conditions change such that discharges or sampling locations change, the Contractor shall amend the SAP in conformance with this section, "Water Pollution Control."

IMPLEMENTATION REQUIREMENTS

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

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

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of work until the project complies with the requirements of this section.

Year-Round

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

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

Rainy Season

The Contractor shall provide soil stabilization and sediment control practices during the rainy season between October 15 and April 15.

The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days before the start of the rainy season.

During the defined rainy season, the active disturbed soil area of the project site shall be not more than 0.92 hectares. The Engineer may approve expansions of the active disturbed soil area limit if requested in writing. The Contractor shall maintain soil stabilization and sediment control materials on site to protect disturbed soil areas.

INSPECTION AND MAINTENANCE

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

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

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

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

REPORTING REQUIREMENTS

If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge, notice or order. The report shall include the following information:

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

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit to the Engineer an Annual Certification of Compliance, as contained in the Preparation Manual.

PAYMENT

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

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

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

Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 50 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly progress estimate.
- B. Forty percent of the contract item price for prepare storm water pollution prevention plan will be paid over the life of the contract.
- C. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 10 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples where appropriate water pollution control practices are not implemented before precipitation or if a failure of a water pollution control practice is not corrected before precipitation.

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

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

10-1.05 CONSTRUCTION SITE MANAGEMENT

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

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

The Contractor shall train all employees and subcontractors regarding:

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

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

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

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

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

SPILL PREVENTION AND CONTROL

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

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

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

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

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

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

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

5. City Police or County Sheriff Department,
6. Department of Toxic Substances,
7. California Division of Oil and Gas,
8. Cal OSHA, or
9. Regional Water Resources Control Board.

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

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

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

MATERIAL MANAGEMENT

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

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

A. Hazardous chemicals including:

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

B. Soil stabilizers and binders;

C. Fertilizers;

D. Detergents;

E. Plaster;

F. Petroleum products including:

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

G. Asphalt components and concrete components; and

H. Pesticides and herbicides.

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

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

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

Material Storage

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

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

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

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

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

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

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

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

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

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

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 15 m from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

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

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

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

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

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

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

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

WASTE MANAGEMENT

Solid Waste

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

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,

- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

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

Hazardous Waste

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

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

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

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

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

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

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

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

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

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

Contaminated Soil

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

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

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

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

Concrete Waste

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

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

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

Sanitary and Septic Waste

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

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

Liquid Waste

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

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

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

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

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 15 m from storm drains, watercourses, moving vehicles, and equipment.

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

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

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

NON-STORM WATER MANAGEMENT

Water Control and Conservation

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

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

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

Illegal Connection and Discharge Detection and Reporting

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

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

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

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

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

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

- A. Located at least 15 m from storm drainage systems or watercourses,
- B. Paved with AC, HMA or portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

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

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

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 15 m from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

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

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

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

Material and Equipment Used Over Water

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

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

Structure Removal Over or Adjacent to Water

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

The WPCM shall inspect demolition sites within 15 m of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

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

- A. Cementitious material,
- B. Asphaltic material,
- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or
- F. Shoulder backing.

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

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

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

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

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least 0.3-m of material.

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

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 15 m of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 150 mm from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 15 m of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 150 mm from the top.

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

Pile Driving

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 15 m from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The WPCM shall inspect the pile driving area every day for leaks and spills.

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

Concrete Curing

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

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

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 15 m shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

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

DEWATERING

Dewatering shall consist of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities. The Contractor shall discharge water within the limits of the project.

Dewatering discharge shall not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.

The Contractor shall conduct dewatering activities in accordance with the Field Guide for Construction Dewatering available at:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

Before dewatering the Contractor shall submit a Dewatering and Discharge Plan to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control," of these special provisions. At a minimum, the Dewatering and Discharge Plan shall include the following:

- A. A title sheet and table of contents;
- B. A description of the dewatering and discharge operations detailing the locations, quantity of water, equipment, and discharge point;
- C. The estimated schedule for dewatering and discharge (begin and end dates, intermittent or continuous);
- D. Discharge alternatives such as dust control or percolation; and
- E. Visual monitoring procedures with inspection log.

The Contractor shall not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface and shall notify the Engineer immediately upon discovery.

If water cannot be discharged within the project limits due to site constraints it shall be disposed of in the same manner specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

PAYMENT

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

10-1.06 STREET SWEEPING

Street sweeping shall be conducted where sediment is tracked from the job site onto paved roads, as described in the approved Storm Water Pollution Prevention Plan (SWPPP) in accordance with "Water Pollution Control" of these special provisions, and as directed by the Engineer.

Street sweeping shall be one of the water pollution control practices for sediment control. The SWPPP shall include the use of street sweeping. Street sweeping shall be performed in accordance with Section 4, SC-7 in the Construction Site Best Management Practices Manual of the Caltrans Storm Water Quality Handbooks.

The number of street sweepers shall be as designated in the approved SWPPP. The Contractor shall maintain at least one sweeper on the job site at all times during the period that sweeping work is required. Sweepers shall be self-loading, motorized, and shall have spray nozzles. Sweepers may include a vacuum apparatus.

Street sweeping shall start at the beginning of clearing and grubbing and shall continue until completion of the project, or as directed by the Engineer. Street sweeping shall be performed immediately after soil disturbing activities occur or offsite tracking of material is observed. Street sweeping shall be performed so that dust is minimized. If dust generation is excessive or sediment pickup is ineffective as determined by the Engineer, the use of water or a vacuum will be required.

At the option of the Contractor, collected material may be temporarily stockpiled in accordance with the approved SWPPP. Collected material shall be disposed of at least once per week.

Material collected during street sweeping operations shall be disposed of in conformance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for street sweeping shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.07 TEMPORARY CONCRETE WASHOUT (PORTABLE)

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

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

PLACEMENT

A portable temporary concrete washout shall be as follows:

- A. A portable temporary concrete washout shall be in place prior to placement of concrete and shall be located in the immediate area of the concrete work as approved by the Engineer. The temporary concrete washout shall be located away from construction traffic or public access areas. After initial placement, temporary concrete washout shall be moved as needed for concrete construction work. When the temporary concrete washout is no longer required, as determined by the Engineer, it shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
- B. A sign shall be installed adjacent to each washout at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 12-3.06B, "Portable Signs" of the Standard Specifications. Each portable sign shall consist of a base, framework and a sign panel. The sign panel shall be made out of plywood and shall have a minimum size of 610 mm by 1200 mm. The sign panel shall read "Concrete Washout" with black letters, 150 mm in height, on a white background.
- C. The Contractor shall provide sufficient temporary concrete washout capacity to contain liquid and concrete waste generated by washout operations without seepage or spills.

Maintaining the portable temporary concrete washout shall include removing and disposing of concrete waste. Concrete waste material generated shall be removed each day and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

The Contractor shall provide the name and location of the disposal facility to the Engineer before disposal of solid and liquid concrete waste. The Contractor shall provide verification that the off-site commercial or noncommercial disposal site has a permit issued by the California Regional Water Quality Control Board (RWQCB). If the disposal site is located outside of the State of California, the Contractor shall provide a copy of the permit issued by the state or local agency having jurisdiction over the disposal site.

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

PAYMENT

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

10-1.08 TEMPORARY CHECK DAM

Temporary check dams shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan (SWPPP) in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Temporary check dams shall be one of the water pollution control practices for sediment control. The SWPPP shall include the use of temporary check dams.

Temporary check dams shall be either Type 1 (fiber roll) or Type 2 (gravel bag).

MATERIALS

Fiber Roll

Fiber rolls shall be one of the following:

1. Constructed with a premanufactured blanket consisting of one material or a combination of materials consisting of wood excelsior, rice or wheat straw, or coconut fibers. The blanket shall be between 2.0 m and 2.4 m in width and between 20 m and 29 m in length. Wood excelsior shall be individual fibers, of which 80 percent shall be 150 mm or longer in length. The blanket shall have a photodegradable plastic netting or biodegradable jute, sisal, or coir fiber netting on at least one side. The blanket shall be rolled along the width and secured with jute twine spaced 2 m apart along the full length of the roll and placed 150 mm from the ends of each roll. The finished roll shall be between 200 mm and 250 mm in diameter, between 3 m and 6 m in length and shall weigh at least 0.81-kg/m. More than one blanket may be required to achieve the finished roll diameter. When more than one blanket is required, blankets shall be jointed longitudinally with an overlap of 150 mm along the length of the blanket.
2. A premanufactured roll of rice or wheat straw, wood excelsior, or coconut fiber encapsulated within a photodegradable plastic or biodegradable jute, sisal, or coir fiber netting. Rolls shall be between 200 mm and 250 mm in diameter, between 3 m and 6 m in length and shall weigh at least 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the rolls.

Stakes

Wood stakes shall be a minimum of 19 mm x 38 mm x 450 mm. Wood stakes shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots or other defects which would render them unfit for the purpose intended. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake for the Engineer's approval before installation. The tops of the metal stakes shall be bent at a 90-degree angle.

Rope

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

Gravel-filled Bag

Gravel bag fabric shall be nonwoven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

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

* or appropriate test method for specific polymer

Gravel bags shall be between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width.

Yarn used in construction of the gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 10 mm and 20 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

INSTALLATION

Temporary check dams shall be installed as follows:

1. Temporary check dam (Type 1): Rope and notched stakes shall be used to restrain the fiber rolls against the surface of the unlined ditch or swale. Stakes shall be driven into the slope until the notch is even with the top of the fiber roll. Rope shall be knotted at each stake and laced between stakes. After installation of the rope, stakes shall be driven into the slope so that the rope will hold the fiber roll tightly to the slope. Furrows will not be required. If metal stakes are used, the rope may be laced and knotted on the bend at the top of the metal stakes.
2. Temporary check dam (Type 2): A single layer of gravel bags shall be placed in lined or unlined ditches with ends abutted tightly and not overlapped.
3. The bedding area for the temporary check dam shall be cleared of obstructions including, rocks, clods, and debris greater than 25 mm in diameter before installation.
4. The temporary check dam shall be installed across and approximately perpendicular to the centerline of a ditch or drainage line.
5. The temporary check dam shall be installed with sufficient spillway depth to prevent flanking of concentrated flow around the ends of the check dam.
6. The temporary check dam shall be installed in an unlined ditch or swale before the application of other temporary erosion control or soil stabilization material in the same unlined ditch or swale.

Details for an alternative temporary check dam shall be submitted to the Engineer for approval at least 7 days before installation.

When the temporary check dam is no longer required, as determined by the Engineer, it shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbances including holes and depressions caused by the installation and removal of the temporary check dam shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary check dams shall be maintained to provide sediment holding capacity and to reduce runoff velocities. Split, torn, or unraveling rolls shall be repaired or replaced. Broken or split stakes shall be replaced. Sagging or slumping fiber rolls shall be repaired with additional stakes or replaced. Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out. Locations where rills and other evidence of concentrated runoff have occurred beneath the check dams shall be corrected.

When sediment exceeds 1/3 of the height of the check dam above ground, or when directed by the Engineer, sediment shall be removed. The removed sediment shall be deposited within the project limits so that the sediment is not subject to erosion by wind or by water.

Temporary check dams shall be repaired or replaced the same day damage occurs. Washouts or scour beneath the temporary check dam shall be repaired. Temporary check dams damaged during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be repaired or replaced at the Contractor's expense.

MEASUREMENT AND PAYMENT

Quantities of temporary check dams to be paid for will be determined by the meter measured along the centerline of the installed check dam.

The contract price paid per meter for temporary check dam shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary check dams, complete in place, including maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.09 TEMPORARY CONSTRUCTION ENTRANCE

Temporary construction entrances shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan (SWPPP) in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Temporary construction entrances shall be one of the water pollution control practices for tracking control. The SWPPP shall include the use of temporary construction entrances.

Temporary construction entrances shall be either Type 1 or Type 2.

MATERIALS

Temporary Entrance Fabric

Temporary entrance fabric shall be manufactured from polyester, nylon, or polypropylene material, or any combination thereof. Temporary entrance fabric shall be a nonwoven, needle-punched fabric, free of needles which may have broken off during the manufacturing process. Temporary entrance fabric shall be permeable and shall not act as a wicking agent.

Temporary entrance fabric shall be manufactured from virgin, recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Temporary entrance fabric shall conform to the following requirements:

| Specification | Requirements |
|---|--------------|
| Mass per unit area, grams per square meter, min. ASTM Designation: D 5261 | 235 |
| Grab tensile strength (25-mm grip), kilonewtons, min. ASTM Designation: D4632* | 0.89 |
| Elongation at break, percent min. ASTM Designation: D4632* | 50 |
| Toughness, kilonewtons, min. (percent elongation x grab tensile strength) | 53 |

* or appropriate test method for specific polymer

Rocks

Rocks shall conform to the material quality requirements in Section 72-2.02, "Materials," of the Standard Specifications for shape and for apparent specific gravity, absorption, and durability index. Rocks used for the temporary entrance shall conform to the following sizes:

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

Corrugated Steel Panels

Corrugated steel panels shall be prefabricated and shall be pressed or shop welded, with a slot or hooked section to facilitate coupling at the ends of the panels.

INSTALLATION

Temporary construction entrances shall be installed as follows:

1. Before placing the temporary entrance fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Trash, debris, and removed vegetation shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
2. A sump shall be constructed within 6 m of each temporary construction entrance as shown on the plans.
3. Before placing the temporary entrance fabric, the ground shall be graded to a uniform plane. The relative compaction of the top 0.5-m shall be not less than 90 percent. The ground surface shall be free of sharp objects that may damage the temporary entrance fabric, and shall be graded to drain to the sump as shown on the plans.
4. Temporary entrance fabric shall be positioned longitudinally along the alignment of the entrance, as directed by the Engineer.
5. The adjacent ends of the fabric shall be overlapped a minimum length of 300 mm.
6. Rocks to be placed directly over the fabric shall be spread in the direction of traffic, longitudinally and along the alignment of the temporary construction entrance.
7. During spreading of the rocks, vehicles or equipment shall not be driven directly on the fabric. A layer of rocks a minimum 150 mm thick shall be placed between the fabric and the spreading equipment to prevent damage to the fabric.
8. For Type 2 temporary construction entrances, a minimum of 6 coupled panel sections shall be installed for each temporary construction entrance. Before installing the panels, the ground surface shall be cleared of all debris to ensure uniform contact with the ground surface.

Fabric damaged during rock placement shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 450-mm overlap on all edges.

Details for a proposed alternative temporary construction entrance or alternative sump shall be submitted to the Engineer for approval at least 7 days before installation. The Contractor may eliminate the sump if approved in writing by the Engineer.

When no longer required as determined by the Engineer, temporary construction entrances shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary construction entrance, including the sumps, shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

While the temporary construction entrance is in use, pavement shall be cleaned and sediment removed at least once a day, and as often as necessary when directed by the Engineer. Soil and sediment or other extraneous material tracked onto existing pavement shall not be allowed to enter drainage facilities.

MAINTENANCE

The Contractor shall maintain temporary construction entrances throughout the contract or until removed. The Contractor shall prevent displacement or migration of the rock surfacing or corrugated steel panels. Significant depressions resulting from settlement or heavy equipment shall be repaired by the Contractor, as directed by the Engineer.

Temporary construction entrances shall be maintained to minimize tracking of soil and sediment onto existing public roads.

If buildup of soil and sediment deter the function of the temporary construction entrance, the Contractor shall immediately remove and dispose of the soil and sediment, and install additional corrugated steel panels and spread additional rocks to increase the capacity of the temporary construction entrance.

Temporary construction entrances shall be repaired or replaced on the same day the damage occurs. Damage to the temporary construction entrance resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

MEASUREMENT AND PAYMENT

Quantities of temporary construction entrances will be determined from actual count in place.

The contract unit price paid for temporary construction entrance shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing temporary construction entrance, complete in place, including excavation and backfill, maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The cost of maintaining the temporary construction entrance will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost of maintaining temporary construction entrance in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost.

Cleanup, repair, removal, disposal, or replacement due to improper installation or the Contractor's negligence will not be considered as included in the cost for performing maintenance.

10-1.10 PROGRESS SCHEDULE

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

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

10-1.11 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 business days, but not more than 14 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 | 811 |

Installation of the following utility facilities will require coordination with the Contractor's operations. The Contractor shall notify the Engineer 10 working days in advance of the project site being ready for the utility relocation work. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the utility company to complete their work:

| Utility (address) | Location | Working Days |
|---|------------------------|--------------|
| AT&T 340 Pajaro Street Salinas, CA 93901 Contact: Al Guteirrez (831) 754-8490 | Station 76+70 to 82+70 | 7 |

10-1.12 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications .

10-1.13 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

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

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

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

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and kilometer post of project limits,

- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

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

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

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

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

The Department also maintains this list at:

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

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

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

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

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

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

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

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

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

10-1.14 CONSTRUCTION AREA SIGNS

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

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

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

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

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

Orange background on construction area signs shall be fluorescent orange.

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

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

| Notification Center | Telephone Number |
|---------------------------|------------------|
| Underground Service Alert | 811 |

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

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

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

10-1.15 MAINTAINING TRAFFIC

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

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

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

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 20 minutes.

Unless approved by the Engineer, the maximum length of a single stationary lane closure shall be 3.2 km.

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

When work vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent orange 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 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 1200 mm x 1200 mm in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one paved traffic lane, not less than 3 m wide, shall be open for use by public traffic.

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

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.

There are no Special Days .

| Lane Closure Restriction for Designated Legal Holidays and Special Days | | | | | | | | | | |
|--|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----|-----|-----|
| Thu | Fri | Sat | Sun | Mon | Tues | Wed | Thu | Fri | Sat | Sun |
| x | H xx | xx | xx | | | | | | | |
| | SD xx | | | | | | | | | |
| x | xx | H xx | xx | | | | | | | |
| | | SD xx | | | | | | | | |
| | x | xx | H xx | xx | | | | | | |
| | | | SD xx | | | | | | | |
| | x | xx | xx | H xx | | | | | | |
| | x | xx | xx | SD xx | | | | | | |
| | | | | x | H xx | | | | | |
| | | | | x | SD xx | | | | | |
| | | | | | x | H xx | | | | |
| | | | | | | SD xx | | | | |
| | | | | | | x | H xx | xx | xx | xx |
| | | | | | | | SD xx | | | |
| Legends: | | | | | | | | | | |
| | Refer to lane closure charts | | | | | | | | | |
| x | The full width of the traveled way shall be open for use by public traffic after 6 AM. | | | | | | | | | |
| xx | The full width of the traveled way shall be open for use by public traffic. | | | | | | | | | |
| H | Designated Legal Holiday | | | | | | | | | |
| SD | Special Day | | | | | | | | | |

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24(CA) signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

| Chart No. 1 Conventional Highway Lane Requirements | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----|---|---|---|---|---|---|---------------------------------|---|---|----|----|----|----|----|---------------|----|----|----|----|----|----|----|----|----|---|
| County: Monterey | | | | | | | | Route/Direction: 198/ EB and WB | | | | | | | | 36.7/37.5 KP: | | | | | | | | | | |
| Closure Limits: | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FROM HOUR TO HOUR | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 24 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | |
| Mondays through Thursdays | R | R | 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 | R | R | R | R | R | R | R | R | R | R | R | R |
| Saturdays | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R |
| Sundays | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R |
| Legend: | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R Provide at least one through traffic lane, not less than 3 m in width, for use by both directions of travel (Reversing Control) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS: | | | | | | | | | | | | | | | | | | | | | | | | | | |

10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS

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

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Sunday noon through the following Sunday noon. Closures involving work (temporary barrier placement and paving operations) that will reduce horizontal clearances, traveled way inclusive of shoulders, to 2 lanes or less shall be submitted not less than 25 days and not more than 125 days before the anticipated start of operation. Closures involving work (pavement overlay, overhead sign installation, falsework and girder erection) that will reduce the vertical clearances available to the public, shall be submitted not less than 25 days and not more than 125 days before the anticipated start of operation.

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

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

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

CONTINGENCY PLAN

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

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. No further closures are to be made until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 business days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

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

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

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

10-1.17 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.

When traffic is under one-way control on unpaved areas, the cones shown along the centerline on the plan need not be placed.

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.

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:

1. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000, and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:
 - 1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
 - 1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501
2. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, telephone (925) 551-4900

3. 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 (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.

10-1.18 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 California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

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

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or markers. Surfaces to receive application of paint or removable traffic tape 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, or as determined by the Engineer.

Temporary pavement markers, including underlying adhesive, and removable traffic tape that are applied to the final layer of surfacing or existing pavement to remain in place or that conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION

When lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (180 days or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (180 days or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Before the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed before opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 300 m to 600 m in advance of "no passing" zones. R4-1 (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, W7-3a or W71(CA) (NEXT ____ MILES) signs shall be installed beneath the W20-1 signs installed in advance of "no passing" zones. R4-2 (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.

TEMPORARY PAVEMENT MARKING (TAPE)

Temporary pavement marking consisting of removable pavement marking tape shall be applied at the locations shown on the plans. The temporary pavement marking tape shall be complete in place at the location shown, before opening the traveled way to public traffic.

Removable pavement marking tape shall be the temporary removable type pavement marking tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions and shall be applied and removed in conformance with the provisions specified for applying and removing the temporary traffic stripe tape.

MEASUREMENT AND PAYMENT

Temporary pavement marking shown on the plans will be measured and paid for in the same manner specified paint pavement marking in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation and signing specified for "no passing" zones) for those areas where temporary laneline and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

10-1.19 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations shown on the plans or where designated by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

For one-way reversing lane closures, a portable changeable message sign shall be placed for each direction of travel. The exact locations will be designated by the Engineer.

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

The contract lump sum price paid for portable changeable message signs 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 portable changeable message signs, complete in place as specified in the Standard Specifications and these special provisions, as shown in the plans and as directed by the Engineer.

10-1.20 TEMPORARY SIGNAL SYSTEM

The temporary signal system (TSS) shall consist of installing and maintaining temporary traffic signal, lighting, battery backup system, and flashing beacons for traffic control in conformance with the details shown on the plan entitled "Temporary Signal System," the provisions in "Maintaining Traffic" of these special provisions, the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications, and these special provisions.

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

The following materials and equipment for the temporary signal system will be furnished to the Contractor:

- A. One Model 2070 traffic signal controller assembly (including wired cabinet, controller unit and loop detector sensor units).
- B. Battery backup system (BBS).

Completely wired controller cabinet, with auxiliary equipment but without controller unit, will be furnished to the Contractor at the Caltrans Signal Shop located at 50 Higuera Street, San Luis Obispo, CA 93401.

Other materials and equipment for a temporary signal system including, but not limited to, flashing beacons, signal heads, mast arms, luminaires, wood poles, conductors, batteries and cabinet for battery backup system, incandescent lamps for sign lighting fixtures, and hardware shall be furnished by the Contractor.

Materials and equipment to be used in the temporary signal system shall be either new or used suitable for the intended use.

Each signal face shall be oriented to be clearly visible to traffic approaching from the direction which the signal is intended to control.

OPERATION

Temporary signal system shall operate at nominal 120 V (ac). Lighting shall operate at 240 V (ac).

Unless otherwise directed by the Engineer, the system shall be operated on a continuous 24-hour basis except for the periods when it is necessary to control traffic by flaggers.

Timing of the temporary signal system will be performed by State forces.

MAINTAINING TEMPORARY SIGNAL SYSTEM

Maintaining the temporary signal system, except the controller assembly, shall be the sole responsibility of the Contractor.

If components in the temporary signal system are damaged, 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. Components shall include signs, generator, flashing beacons, battery backup system, and signal equipment.

In the event the temporary signal system is out of operation, for any reason, the Contractor shall provide flaggers, at the Contractor's expense, to maintain traffic control until the traffic signals are returned to service.

CONDUCTORS AND WIRING

Conductors shall be the types specified in Section 86-2.08, "Conductors," of the Standard Specifications of the size and number of conductors shown on the plans. Minimum conductor size shall be No. 12.

Where conductors are to be placed across paved areas, the conductors shall be suspended at least 7.6 m above the roadway.

Conductors to be placed outside of paved areas shall be placed by one of the following methods:

- A. Placed in Type 3 conduit at a minimum depth of 200 mm and a maximum depth of 400 mm.
- B. Suspended from wood poles with a minimum clearance at any point of 7.6 m. Conductors on the pole within 3 m above ground shall be enclosed in a Type 3.

Conductors to a terminal compartment or signal head on a pole may be spliced to through conductors of the same phase in a pull box adjacent to the pole. Conductors or cables shall not be spliced except in pull boxes or in NEMA Type 3R enclosures.

BONDING AND GROUNDING

Flashing beacons, signal heads, and the controller cabinet shall be mechanically and electrically secure to form a continuous system effectively grounded by the grounding conductor.

Generator neutral grounding shall conform to the provisions for multiple service points in Section 86-2.10, "Bonding and Grounding," of the Standard Specifications.

SERVICE

The Contractor shall use a generator system with an additional generator as a backup and a battery backup system to provide power for the TSS:

GENERATOR

Generators shall be 120/240-V, 60 Hz, 2.5 kW minimum, continuous duty type. Generators may be powered by gasoline, LPG or diesel engines operating at approximately 1800 revolutions per minute. Engines shall be provided with automatic oil feed. Generator systems shall be equipped to provide automatic start-stop operation, with a 12-V starting system. Generator output circuits shall have overcurrent protection with a maximum setting of 15 A or as shown on the plans.

Fuel storage shall be sufficient for periods of time during which the generator system will be operated unattended. Engines shall be equipped with approved spark arresters.

GENERATOR OPERATION

Two generators shall be provided. A single generator shall operate the system. In the event of a failure to supply voltage for the system, the second generator shall start automatically and transfer the system load upon reaching operating voltage.

An automatic transfer switch shall provide the following functions:

- A. Monitor line voltage and, in the event of a power outage, signal the generator to start.
- B. An engine start delay, adjustable from 0 to 6 seconds, to prevent starting if the power outage is only momentary and an engine stop delay, adjustable from 0 to 8 minutes, to allow the generator set to run unloaded to cool prior to shut down.
- C. A transfer delay of 0 to 120 seconds to allow the generator to stabilize before connecting to the load and retransfer delay of 0 to 32 minutes to allow the line voltage to stabilize.
- D. A "Load-No Load" switch to allow test with or without load.
- E. A "Normal-Test" switch that will start and run the generator in the "Test" position. "Normal" position shall return the generator to automatic operation.
- F. A battery charger that is powered by the normal line voltage.
- G. A generator voltage sensor that signals for a transfer when the generator output is ready.

A mechanical interlock shall be provided to prevent application of power to the load from both sources and to prevent backfeeding from the generator to the line.

The automatic transfer switch shall be rated at 100 A, 120/240-V, 3-wire, single-phase and shall be compatible with the generator furnished.

STATE-FURNISHED CONTROLLER ASSEMBLY

The Contractor shall construct the controller cabinet foundation as shown in an information handout for "Installation Details for State-furnished Battery Backup System" described in "Supplemental Project Information" of these special provisions, without the PCC pad (including furnishing and installing anchor bolts), shall install the controller cabinet on the foundation, and shall make field wiring connections to the terminal blocks in the controller cabinet.

A listing of field conductor terminations, in each State-furnished controller cabinet, will be furnished free of charge to the Contractor at the site of the work.

State forces will maintain all controller assemblies.

DETECTORS

Loop detector sensor units will be State-furnished as part of the controller assembly.

Loop detector lead-in cable shall be Type B.

BATTERY BACKUP SYSTEM

GENERAL

Summary

This work includes installing battery backup system (BBS). Comply with Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and TEES.

The State will furnish BBS components as listed in "Materials" of these special provisions.

You must furnish the external cabinet and batteries.

Submittals

Before shipping external cabinets to the jobsite, submit material list including contract number, cabinet serial numbers, and contact information to the Transportation Laboratory.

Submit a Certificate of Compliance for each external cabinet and batteries to the Engineer under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Quality Control and Assurance

The State may test the cabinets.

Functional Testing

After complete installation, BBS functional test must be performed. Test for 30 minutes of continuous, satisfactory operation with utility power turned off. Perform test in the presence of the Engineer.

Warranty

Batteries must be warranted by the manufacturer to operate within a temperature range of -25 °C to +74 °C for 2 years.

Batteries must have a written warranty against defects in materials and workmanship from the manufacturer prorated for a period of 60 months after installation. You must provide the Engineer with all warranty documentation before installation. Replacement batteries must be available within 5 business days after receipt of failed batteries at no cost to the State except the cost of shipping the failed batteries. Replacement batteries must be delivered to Caltrans Maintenance Electrical Shop at 50 Higuera Street, San Luis Obispo, CA 93401. Call 48 hours in advance of delivery, (805) 549-3059.

MATERIALS

Batteries must:

1. Be deep cycle, sealed prismatic, lead-calcium-based, absorbed-glass mat and valve-regulated lead acid (AGM/VRLA) type
2. Have voltage rating of 12 V
3. Be group size 24
4. Be commercially available and stocked locally
5. Have a carrying handle
6. Be marked with date code, maximum recharge data, and recharge cycles
7. Have 2 top-mounted, threaded, stud posts that include all washers and nuts required for attaching 9.5-mm ring lugs of a State-furnished BBS battery harness
8. Include rubber insulating protective covers for protecting the lugs, posts, and wiring - red for positive terminal and black for negative terminal
9. Be new and fully-charged when furnished
10. Be free from damage or deformities

External cabinet must be one listed on the Pre-Qualified Products List at:

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

External cabinet must be capable of housing:

1. 8 batteries
2. Inverter/charger unit
3. Power transfer relay
4. Manually-operated bypass switch

5. Required control panels
6. Wiring and harnesses

Dimensions and details for the external cabinet, for attaching the external cabinet to the Model 332A cabinet, and for wiring the State-furnished equipment will be available in an information handout as described in "Project Information" of these special provisions.

The following details must comply with Section 86-3.04, "Controller Cabinets," of the Standard Specifications and TEES:

1. Door construction, including material, thickness, coating, and welds
2. Frame
3. Door seals
4. Continuous stainless steel piano hinge or 4 leaves with 2 bolts on each side of each leaf, used to connect the door to external cabinet
5. Padlock clasp or latch and lock mechanism

The external cabinet must be ventilated by using louvered vents, filter, and a thermostatically controlled fan. Fan must be AC-operated from the same line output as the Model 332A cabinet. A 2-position terminal block must be provided on the fan panel, along with 3 meters of connected hookup wire.

The external cabinet surface must be anodized aluminum. Anti-graffiti paint must not be used.

The external cabinet must include all bolts, washers, nuts, and cabinet-to-cabinet coupler fittings necessary for mounting it to the Model 332A cabinet.

Fasteners for the external cabinet must include:

1. 8 cabinet mounting bolts that are 18-8 stainless steel hex head, fully-threaded, and 9.5 mm – 16 x 25.4 mm
2. 2 washers per bolt designed for 9.5-mm bolt and are 18-8 stainless steel 25.4-mm OD round flat type
3. K-lock nut per bolt: K-lock washer that is 18-8 stainless steel and hex-nut

External cabinet to Model 332A cabinet couplings must include a conduit for power connections between the 2 cabinets. Couplings must include:

1. 51-mm nylon-insulated steel chase nipple, T & B 1947 or equivalent
2. 51-mm sealing, steel locknut, T & B 146SL or equivalent
3. 51-mm nylon-insulated steel bushing, T & B 1227 or equivalent

CONSTRUCTION

Mount external cabinet to either the left or right side of Model 332A cabinet. The typical side-mounting location of external cabinet is flush with the bottom of the Model 332A cabinet and approximately equidistant from the front and rear door edges.

SALVAGING SIGNAL SYSTEM

Upon completion of the work requiring temporary traffic signals, as determined by the Engineer, State-furnished components of the temporary signal system shall be salvaged and delivered to the Caltrans Signal Shop located at 50 Higuera Street, San Luis Obispo, CA 93401. Call 48 hours in advance of delivery, (805) 549-3059.

Other materials and equipment shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way," of the Standard Specifications. Pole holes shall be backfilled.

Conductors placed in slots in paved areas, when no longer required, shall be abandoned in place when determined by the Engineer. Conduit may be abandoned in place.

PAYMENT

The contract lump sum price paid for temporary signal system shall include full compensation for furnishing all labor, materials (except State-furnished materials), tools, equipment, and incidentals, and for doing all the work involved in installing, maintaining, and removing the temporary traffic signal, lighting, battery backup system, and flashing beacon system, and hauling State-furnished materials from and to the location specified, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21 TEMPORARY RAILING

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

Temporary railing (Type K) shall be secured in place before starting work for which the temporary railing is required.

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

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

10-1.22 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.23 TEMPORARY CRASH CUSHION MODULE

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

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

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

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

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

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

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:
 - 1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
 - 1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501
2. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205
 - 2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
 - 2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

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

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

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

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

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

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

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.24 EXISTING HIGHWAY FACILITIES

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

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per tonne for hot mix asphalt and no separate payment will be made therefor.

REMOVE TRAFFIC STRIPE

Traffic stripe shall be removed at the locations shown on the plans and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Waste from removal of yellow thermoplastic and yellow painted traffic stripe contains lead chromate in average concentrations less than 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Yellow thermoplastic and yellow paint traffic stripe exist from Station 76+40 to Station 83+30. The Contractor shall assume that the residue does not contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and Title 22 of the California Code of Regulations and is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint.

Prior to removing yellow thermoplastic and yellow painted traffic stripe, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 3.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

The contract lump sum price paid for Lead Compliance Plan (Stripe Removal) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personnel protective equipment, training, air monitoring, and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

REMOVE DRAINAGE FACILITY

Existing headwall and pipe where shown on the plans to be removed, shall be completely removed and disposed of.

RESET ROADSIDE SIGN

Existing roadside signs, where shown on the plans to be reset, shall be removed and reset.

Each roadside sign shall be reset on the same day that the sign is removed.

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

10-1.25 CLEARING AND GRUBBING

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

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

10-1.26 EARTHWORK

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

Excavation slopes shall be finished in accordance with the Section 19-2.05 "Slopes" of the Standard Specification and shall be scarified by running a special blade consisting of a series of square notches held at the angle of the slope and run parallel to the slope contours, or as directed by the Engineer.

Full compensation for scarifying excavation slopes shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

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

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

10-1.27 CONTROLLED LOW STRENGTH MATERIAL

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

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for culverts having a diameter or span greater than 6.1 m.

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

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

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

- A. A 28-day compressive strength between 345 kPa and 690 kPa for pipe culverts having a height of cover of 6.1 m or less and a minimum 28-day compressive strength of 690 kPa for pipe culverts having a height of cover greater than 6.1 m. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- C. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

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

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

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

10-1.28 DUFF

This work shall consist of excavating, stockpiling, removing from stockpiles, spreading, and compacting duff in conformance with these special provisions.

Duff shall consist of a mixture of existing decomposed, chopped, broken or chipped plant material, leaves, grasses, weeds, and other plant material excavated from areas within the project limits. Existing shrubs and other small plants shall be incorporated into the duff by discing, or by other methods which will break or chop the material into particles not greater than 150 mm in greatest dimension.

When duff is to be excavated to a specified depth, duff may consist of plant material and soil. Rocks and plant material in excess of 150 mm in greatest dimension shall be removed from the excavated duff.

Trash and objectionable material shall be removed from duff excavation sites prior to duff excavation. The trash and objectionable material 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.

Duff shall be obtained by excavating the top 75 mm of existing material from proposed excavation and embankment areas and other areas designated on the plans. Duff shall be stockpiled along the top of proposed excavation slopes and along the toe of proposed embankment slopes. When duff cannot be stockpiled outside the slope lines as specified herein, excavated duff material may be stockpiled at other locations when designated by the Engineer.

Upon completion of the grading operations for the excavation and embankment slopes and other areas to receive duff, the duff shall be spread on the areas designated to receive duff. Duff shall be placed to a uniform depth of not less than 25 mm and shall be compacted or stabilized in a manner that retains the material in place on the slopes. Duff shall not be compacted or stabilized to the degree that the duff is not maintained as a viable growing medium.

Duff shall be placed on designated excavation and embankment slopes prior to applying erosion control materials. Erosion control materials shall be furnished and applied as specified in these special provisions.

Duff placed on the finished slopes will be measured by the square meter. The areas of duff will be calculated on the basis of actual or computed slope measurements.

The contract price paid per square meter for duff shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavating, stockpiling, removing duff from stockpiles, spreading and compacting or stabilizing duff, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.29 EROSION CONTROL (COMPOST BLANKET)

Erosion control (Compost Blanket) includes furnishing and applying erosion control (Compost Blanket) materials to embankment and excavation slopes and areas disturbed by construction activities as shown on the plans. Erosion control (Compost Blanket) must comply with Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

If the slope on which the erosion control (Compost Blanket) is to be placed is finished during the rainy season as specified in "Water Pollution Control" of these special provisions, apply erosion control (Compost Blanket) to the slope immediately.

Before applying erosion control materials, the Engineer designates the ground location of erosion control (Compost Blanket) in increments of one hectare or smaller for smaller areas. Place stakes or other suitable markers at the locations designated by the Engineer. Furnish all tools, labor and materials required to adequately indicate the various locations.

MATERIALS

Materials must comply with Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed for erosion control (Compost Blanket) must comply with Section 20-2.10, "Seed," of the Standard Specifications. Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Measure and mix individual seed species in the presence of the Engineer.

Seed must contain at most 1.0 percent total weed seed by weight.

Deliver seed to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted. The Engineer takes a sample of approximately 30 g or 60 ml of seed for each seed lot greater than 1 kg.

Seed must comply with the following:

| Seed | | |
|---|----------------------------------|---|
| Botanical Name (Common Name) | Percent Germination (Minimum) | Kilograms Pure Live Seed Per Hectare (Slope Measurement) |
| Bromus carinatus (California Brome) | 45 | 33.6 |
| Clarkia purpurea (Winecup Clarkia) | 50 | 3.4 |
| Elymus glaucus (Blue Wildrye) | 50 | 26.9 |
| Hordeum brachyantherum (Meadow Barley) | 50 | 26.9 |
| Melica imperfecta (Coast Range Melic) | 40 | 13.4 |
| Lupinus succulentus (Arroyo Lupine) | 60 | 13.4 |
| Nassella pulchra (Purple Needlegrass) | 35 | 13.4 |
| Vulpia microstachys (Small Fescue) | 45 | 20.2 |

Seed Sampling Supplies

At the time of seed sampling, provide the Engineer a glassine lined bag and custody seal tag for each seed lot sample.

Compost

The compost producer must be fully permitted as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.

The compost producer must be a participant in United States Composting Council's Seal of Testing Assurance program. Compost may be derived from any single, or mixture of the following feedstock materials:

1. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Compost feedstock materials to reduce weed seeds, pathogens and deleterious materials as specified under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3.

Compost must not be derived from mixed municipal solid waste and must be reasonably free of visible contaminants. Compost must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Compost must not possess objectionable odors.

Metal concentrations in compost must not exceed the maximum metal concentrations listed under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.

Compost must comply with the following:

Physical/Chemical Requirements

| Property | Test Method | Requirement |
|------------------------|--|---|
| pH | *TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units | 6.0–8.0 |
| Soluble Salts | TMECC 04.10-A Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm) | 0-10.0 |
| Moisture Content | TMECC 03.09-A Total Solids & Moisture at 70+/- 5 deg C % Wet Weight Basis | 30-60 |
| Organic Matter Content | TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis | 30–65 |
| Maturity | TMECC 05.05-A Germination and Vigor Seed Emergence Seedling Vigor % Relative to Positive Control | 80 or Above 80 or Above |
| Stability | TMECC 05.08-B Carbon Dioxide Evolution Rate mg CO ₂ -C/g OM per day | 8 or below |
| Particle Size | TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis | 100% Passing 75 mm 90-100% Passing 25 mm 65-100% Passing 19mm 0 - 75% Passing 6mm Maximum length 150 mm |
| Pathogen | TMECC 07.01-B Fecal Coliform Bacteria < 1000 MPN/gram dry wt. | Pass |
| Pathogen | TMECC 07.01-B Salmonella < 3 MPN/4 grams dry wt. | Pass |
| Physical Contaminants | TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal % > 4mm fraction | Combined Total: < 1.0 |
| Physical Contaminants | TMECC 02.02-C Man Made Inert Removal and Classification: Sharps (Sewing needles, straight pins and hypodermic needles) % > 4mm fraction | None Detected |

*TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Before compost application, provide the Engineer with a copy of the compost producer's compost technical data sheet and a copy of the compost producers Seal of Testing Assurance certification.

The compost technical data sheet must include:

1. Laboratory analytical test results
2. Directions for product use
3. List of product ingredients.

Before compost application, provide the Engineer with a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

APPLICATION

Before application of compost and seed, prepare soil surface under Section 19-2.05, "Slopes," of the Standard Specifications.

Apply compost uniformly to a thickness of 20 millimeters.

Seed may be either applied mechanically in a dry condition or with hydro seeding equipment. If you elect to hydro-seed, a minimum of 600 kg of fiber per hectare must be mixed and applied with the seed. The fiber must be furnished and applied at no expense to the State.

If seed is applied with hydro-seeding equipment it must be applied within 60 minutes after the seed has been added to the hydro-seeder.

Erosion control (Compost Blanket) must extend to the edge of retaining sidewalks, walls, curbs, dikes, paving, and to within 1.2 meters from the flow line of paved and unpaved drainage ditches.

MEASUREMENT AND PAYMENT

Erosion Control (Compost Blanket) will be measured by the cubic meter of compost in the vehicle at the point of delivery in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

The contract price paid per cubic meter for erosion control (Compost Blanket) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying erosion control (Compost Blanket), including providing and applying seed, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.30 JUTE MESH

The work performed in connection with jute mesh shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and these special provisions.

Jute mesh shall be installed at the locations shown on the plans, as specified in these special provisions and where designated by the Engineer following the installation of Erosion Control (Compost Blanket).

Jute mesh shall be installed loosely on the slopes. Longitudinal seams of the jute mesh shall be at right angles to the slope contour lines. The installed mesh shall fit the soil surface contour and shall be held in place by 230 mm long, 3.05 mm (11-gage) (minimum) steel wire staples driven vertically into the soil at approximately 600-mm spacing. Jute mesh strips shall overlap the adjacent jute mesh a minimum of 150 mm. Ends of strips shall be buried into the soil a minimum of 150 mm.

Jute mesh shall be new and shall be of a uniform, open, plain-weave mesh. The mesh shall be made from unbleached single jute yarn. The yarn shall be of loosely twisted construction and shall not vary in thickness by more than half its normal diameter. Jute mesh shall be furnished in rolled strips and shall conform to the following provisions:

- A. Width - 1200 mm, with a tolerance of ± 25 mm.
- B. Warp ends - 78, minimum, per width.
- C. Weft ends - 44, minimum, per meter.
- D. Mass - 0.57 to 0.63-kg/m.

Quantities of jute mesh will be measured by the square meter as determined from actual slope measurements of the areas covered by jute mesh.

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

10-1.31 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate base must be Class 2.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 30 m measured horizontally of any culvert, watercourse, or bridge.

10-1.32 HOT MIX ASPHALT

GENERAL

Summary

This work includes producing and placing hot mix asphalt (HMA) Type A using the _Standard process. Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be _64-10.

Aggregate

The aggregate for HMA Type A must comply with the 19-mm grading.

Antistrip Treatment

CONSTRUCTION

Vertical Joints

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Do not leave a vertical joint more than 45 mm high between adjacent lanes open to public traffic.

If widening existing pavement, construct new structural section to match the elevation of the existing pavement's edge at each location before placing HMA over the existing pavement.

10-1.33 CONCRETE STRUCTURES

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

10-1.34 FURNISH SIGN

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

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

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

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

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

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

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

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 8 m. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B209.

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

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between 108 mg/m² and 377 mg/m², and an average mass of 269 mg/m². Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

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

Base plate for standard route marker shall be die cut.

RETROREFLECTIVE SHEETING

The contractor shall furnish retroreflective sheeting for sign background and legend in accordance with ASTM Designation: D4956 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

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

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

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

PROCESS COLOR AND FILM

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

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

The surface of the screened process color shall be flat and smooth. When the screened process colors determined from the instrumental testing in accordance to ASTM Designation: D4956 are in dispute, the Engineer's visual test will govern.

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

The Contractor may use green, red, blue, and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than 70 percent of the coefficient of retroreflection specified in ASTM Designation: D4956.

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

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

SINGLE SHEET ALUMINUM SIGN

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

Single sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 1220 mm, one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum sign shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of +3 mm. The face sheet shall be affixed to the frame with rivets of 5-mm diameter. Rivets shall be placed within the web of channels and shall not be placed less than 13 mm from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of +3 mm per meter when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within +3 mm of the detailed dimensions.

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

10-1.35 CORRUGATED METAL PIPE

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

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

10-1.36 SLOPE PROTECTION

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

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

10-1.37 MISCELLANEOUS IRON AND STEEL

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

10-1.38 TYPE BW FENCE

Type BW fence shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

The fence material shall be fastened to metal posts. Metal posts shall painted a red and white color that matches existing posts.

10-1.39 MARKERS AND DELINEATORS

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

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

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

10-1.40 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)

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

Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification No. PTH-02SPRAY.

Retroreflectivity of the sprayable traffic stripes shall conform to the requirements in ASTM Designation: D 6359-99.

White sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of $250 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$. Yellow sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of $150 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the sprayable thermoplastic traffic stripes. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Sprayable thermoplastic material shall be applied to the pavement at a minimum thickness of one millimeter and a minimum rate of 0.2-kg/m. The minimum application rate is based on a solid stripe of 100 mm in width.

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

Sprayable thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

If permanent tape is placed instead of sprayable thermoplastic traffic stripes, the tape will be measured and paid for by the meter as thermoplastic traffic stripe (sprayable).

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

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

10-1.41 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

AMENDMENTS TO THE STANDARD SPECIFICATIONS
DATED JULY 1999
(Issued 09-05-08)

1-2 REFERENCES

1-2.01 REFERENCES

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

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

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

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

1-3 ABBREVIATIONS AND MEASUREMENT UNITS

1-3.01 ABBREVIATIONS

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

1-3.02 MEASUREMENT UNITS

Some of the symbols for units of measurement used in the specifications and in the Bid Item List are defined as follows. The symbols for other units of measurement used in the specifications are as defined in ASTM E 380 or in the various specifications and test referenced in the specifications.

Measurement Units

| Symbols as used in the specifications | Symbols as used in the Bid Item List | Meaning |
|---------------------------------------|--------------------------------------|----------------------------------|
| A | — | amperes |
| — | EA | each |
| g | G | gram |
| kg | KG | kilogram |
| ha | HA | hectare (10 000 m ²) |
| h | H | hour |
| J | — | joule |
| — | LNKM | lane kilometer |
| L | L | liter |
| — | LS | lump sum |
| m | M | meter |
| km | KM | kilometer |
| mm | MM | millimeter |
| µm | — | micrometer |
| nm | — | nanometer |
| m ² | M2 | square meter |
| m ³ | M3 | cubic meter |
| N | — | newton |
| N·m | — | newton meter |
| Ω | — | ohm |
| Pa | — | pascal |
| kPa | — | kilopascal |
| MPa | — | megapascal |
| s | — | second |
| — | STA | station (100 m) |
| — | TAB | tablet |
| tonne | TONN | metric ton (1000 kg) |
| W | — | watt |

1-4 DEFINITIONS

1-4.01 GENERAL

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

1-4.02 GLOSSARY

- acceptance:** Formal written acceptance by the Director of an entire contract that has been completed in all respects in accordance with the plans and specifications and any modifications to them previously approved.
- base:** Layer of specified material of planned thickness placed immediately below the pavement or surfacing.
- basement material:** Material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing, or other specified layer to be placed.
- bid item:** Specific work unit for which the bidder provides a price.
- Bid Item List:** List of bid items and the associated quantities.
- Bid Item List, verified:** Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Department's Web site is the verified Bid Item List.
- bridge:** Structure, with a bridge number, that carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.
- building-construction contract:** Contract that has "building construction" on the cover of the Notice to Bidders and Special Provisions.
- business day:** Day on the calendar except Saturday or holiday.
- California Manual on Uniform Traffic Control Devices:** The California Manual on Uniform Traffic Control Devices for Streets and Highways (California MUTCD) is issued by the Department of Transportation and is the Federal Highway Administration's MUTCD 2003 Edition, as amended for use in California.

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

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

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

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

contract item: Bid item.

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

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

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

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

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

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

Director: Department's Director.

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

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

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

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

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

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

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

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

holiday:

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

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

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

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

laboratory: Laboratory authorized by the Department to test materials.

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

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

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

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

plans: Official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans.
In the above definition, the following terms are defined as follows:
Standard Plans: Standard Plans issued by the Department.
project plans: Specific details and dimensions peculiar to the work supplemented by the Standard Plans insofar as the same may apply.

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

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

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

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

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

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

Structure Design: Offices of Structure Design of the Department.

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

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

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

superstructure: Bridge portion except the bridge substructure.

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

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

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

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

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

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

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

1-5 DISTRICTS

District Composition and Office Addresses

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

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

1-6 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS

Web Sites, Addresses, and Telephone Numbers

| Agency, Department Unit, or Reference | Web Site | Address | Telephone No. |
|--|---|---|----------------------------------|
| Bid Document Unit | | MSC 26 BID DOCUMENT UNIT DEPARTMENT OF TRANSPORTATION 1120 N ST RM 200 SACRAMENTO CA 95814-5605 | |
| Department | www.dot.ca.gov | | |
| Department of General Services, Office of Small Business and DVBE Services | www.pd.dgs.ca.gov/smbus/default.htm | OFFICE OF SMALL BUSINESS AND DVBE SERVICES DEPARTMENT OF GENERAL SERVICES 707 3RD ST WEST SACRAMENTO CA 95605-2811 | (800) 559-5529 (916) 375-4940 |
| Department of Industrial Relations | www.dir.ca.gov | | |
| Department of Industrial Relations, Division of Apprenticeship Standards | | 455 GOLDEN GATE AVENUE SAN FRANCISCO, CA 94102 | |
| Office Engineer | | MSC 43 OFFICE ENGINEER DEPARTMENT OF TRANSPORTATION 1727 30TH ST SACRAMENTO CA 95816-7005 | |
| Office Engineer– Verified Bid Results | http://www.dot.ca.gov/hq/esc/oe/awards/bidsum_html/6week_list.html | | |
| Offices of Structure Design, Documents Unit | | MSC 9-4/4I DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN DEPARTMENT OF TRANSPORTATION 1801 30TH ST SACRAMENTO CA 95816-7006 | (916) 227-8252 |
| Publication Distribution Unit | | PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DRIVE SACRAMENTO CA 95815-3800 | |
| Transportation Laboratory | | MATERIALS AND ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612 | (916) 227-7000 |
| Department's Pre- Qualified Products List | http://www.dot.ca.gov/hq/esc/approved_products_list | | |

2-1.04 SMALL BUSINESS ENTERPRISE GOAL

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

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

2-1.05 DISADVANTAGED BUSINESS ENTERPRISES

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

Under 49 CFR 26.13(b):

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

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

2-1.06 DISABLED VETERAN BUSINESS ENTERPRISES

2-1.06A General

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

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

Comply with Mil & Vet Code § 999 et seq.

2-1.06B No Goal

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

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

2-1.06C Goal

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

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

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

If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Subcontractor Summary form.

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

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

2-1.07 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES (GOVT CODE § 14835 ET SEQ. AND 2 CA CODE OF REGS § 1896 ET SEQ.)

2-1.07A General

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

2-1.07B Small Business Preference

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

1. You completed a Request for Small Business Preference or Non-Small Business Preference form
2. You attached a copy of your Office of Small Business and DVBE Services small business certification to the form

3. The apparent low bidder is not certified as a small business

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

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

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

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

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

2-1.07C Non-Small Business Subcontractor Preference

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

1. You completed a Request for Small Business Preference or Non-Small Business Preference form
2. The apparent low bidder is not certified as a small business and has not requested preference

The listed subcontractors and suppliers must be certified as a small business at the time and day of bid or must have submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on bid opening date.

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

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

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

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

2-1.08 DVBE INCENTIVE EVALUATION

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

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

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

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

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

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

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

2-1.09 PREFERENCE HIERARCHY

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

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

2-1.10 CALIFORNIA COMPANIES

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

Complete a California Company Preference form.

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

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

2-1.11 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

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

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

2-1.12 BID DOCUMENT COMPLETION

2-1.12A General

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

1. For the following 2 forms for non-federal-aid non-informal-bid contracts:
 - 1.1. Certified DVBE Summary form. You may submit this form with your bid. If you do not and you are the apparent low bidder or the second or third low bidder, submit it so that it is received at the Office Engineer no later than 4:00 p.m. on the 4th business day after bid opening. If you are not the apparent low bidder or the second or third low bidder, you are not required to submit this form unless the Department asks for it.
 - 1.2. Certified Small Business Subcontractor form. If you are applying for the non-small business subcontractor preference, you may submit this information with your bid. If you do not, submit it so that it is received at the Office Engineer no later than 4:00 p.m. on the 2nd business day after bid opening.
2. On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or fax the percentage to (916) 227-6282 within 24 hours after bid opening.

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

2-1.12B Bid Item List and Bid Comparison

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

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

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

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

2-1.12C Subcontractor List

In the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). The Subcontractor List must show the name, address,

and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

2-1.13 BIDDER'S SECURITY

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

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

Make checks and bonds payable to the Department of Transportation.

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

2-1.14 BID SUBMITTAL

Submit your bid:

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

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

2-1.15 BID WITHDRAWAL

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

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

2-1.16 BID OPENING

The Department publicly opens and reads bids at the time and place described in the Notice to Bidders. The Department invites bidders or their authorized agents to attend.

2-1.17 BID REJECTION

The Department may reject:

1. All bids
2. A nonresponsive bid

2-1.18 BID RELIEF

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

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

2-1.19 SUBMITTAL FAILURE HISTORY

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

2-1.20 BID RIGGING

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

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available Monday through Friday between 11:00 a.m. and 8:00 p.m. and is confidential and anonymous. The

2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is \$50,000 or higher.

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

3-1.06 SMALL BUSINESS PARTICIPATION REPORT

A Small Business Participation Report will be included in the contract documents to be executed by the successful bidder. The purpose of this form is to collect small business participation data. Even if no small business participation is reported, the successful bidder must execute and return the form.

3-1.07 PAYEE DATA RECORD

The Department includes a Payee Data Record in the contract documents to be signed by the successful bidder, the payee. Complete the form.

3-1.08 CALTRANS BIDDER - DBE INFORMATION FORM

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

The Department includes a Caltrans Bidder - DBE Information form in the contract documents to be completed and signed by the successful bidder.

The purpose of this form is to collect data required under 49 CFR 26.

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

3-1.09 CONTRACT EXECUTION

The successful bidder must sign the contract.

Deliver to the Office Engineer:

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

For a non-informal-bid contract, the Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

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

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

The following is a copy of the Contract form:



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONTRACT NO. _____

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

CONTRACTOR'S NAME

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

- Exhibit A - Bid book dated _____
- Exhibit B - Notice to Bidders and Special Provisions dated _____
- Exhibit C - Project Plans approved _____
- Exhibit D - Standard Specifications dated _____
- Exhibit E - Standard Plans dated _____
- Exhibit F - Addenda

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

This contract has been executed by the following parties:

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

FEDERAL EMPLOYER IDENTIFICATION NUMBER

DEPARTMENT OF TRANSPORTATION

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4-1.035C Value Analysis Workshop

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

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

The Department offers a value analysis workshop to:

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

If the request is authorized, you and the Engineer:

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

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

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

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

Partnering does not void any contract part.

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

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

In implementing project partnering, the project team must:

1. Create a partnering charter that includes:
 - 1.1. Mutual goals, including core project goals and may also include project-specific goals and mutually supported individual goals.
 - 1.2. Partnering maintenance and close-out plan.
 - 1.3. Dispute resolution plan that includes a dispute resolution ladder and may also include use of facilitated dispute resolution sessions.
 - 1.4. Team commitment statement and signatures.
2. Participate in monthly partnering evaluation surveys to measure progress on mutual goals and may also measure short-term key issues as they arise.
3. Evaluate the partnering facilitator on Forms CEM-5501 and CEM-5502. The Engineer provides the evaluation forms to the project team and collects the results. The Department makes evaluation results available upon request. Facilitator evaluations must be completed:
 - 3.1. At the end of the initial partnering workshop on Form CEM-5501.
 - 3.2. At the end of the project close-out partnering workshop on Form CEM-5502.
4. Conduct a project close-out partnering workshop.
5. Document lessons learned before contract acceptance.

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

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

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

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

5-1.012C Training in Partnering Skills Development

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

For a project with a total bid between \$10 million and \$25 million, training in partnering skills is optional.

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

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

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

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

5-1.012D Payment

The Department pays you for:

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

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

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

Add:

5-1.015 RECORDS

5-1.015A General

Reserved

5-1.015B Record Retention

Retain project records from bid preparation through:

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

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

1. Bid preparation
2. Overhead

3. Payrolls
4. Payments to suppliers and subcontractors
5. Cost accounting

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

5-1.015C Record Inspection, Copying, and Auditing

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

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

5-1.015D Cost Accounting Records

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

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

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and corresponding vendor's invoice copies
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

5-1.015E Extra Work Bills

Maintain separate records for force account costs.

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

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

The Department provides billing system:

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

Each representative must maintain a unique password.

Replace Section 5-1.02A with:

5-1.02A Excavation Safety Plans

The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation.

Contract No. 05-0L2304

The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

Attention is directed to Section 7-1.01E, "Trench Safety."

Replace Section 5-1.04 with:

5-1.04 CONTRACT COMPONENTS

A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:
 - 1.1. Special provisions
 - 1.2. Project plans
 - 1.3. Revised Standard Plans
 - 1.4. Standard Plans
 - 1.5. Amendments to the Standard Specifications
 - 1.6. Standard Specifications
 - 1.7. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, request correction or clarification.

Add:

5-1.055 SUBCONTRACTING

5-1.055A General

No subcontract releases you from the contract or relieves you of your responsibility for a subcontractor's work.

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.055B Disadvantaged Business Enterprises

Section 5-1.055B, "Disadvantaged Business Enterprises," applies to a Federal-aid contract.

Use each subcontractor as listed on the Subcontractor List form unless you receive authorization for a substitution.

The Department requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

For a DBE that leases trucks from a non-DBE, count only the fee or commission the DBE receives as a result of the lease arrangement.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Submit the notifications. On contract work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 90 days of contract acceptance.

Upon contract work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 90 days of contract acceptance. The Department withholds \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form.

5-1.055C Disabled Veteran Business Enterprises

Section 5-1.055C, "Disabled Veteran Business Enterprises," applies to a non-Federal-aid contract.

If a DVBE goal is shown in the Notice to Bidders:

1. Use each DVBE as shown on the Certified DVBE Summary form unless you receive authorization for a substitution
2. The requirement that DVBEs be certified by the bid opening date does not apply to DVBE substitutions after contract award
3. Maintain records of subcontracts made with certified DVBEs. Include in the records:
 - 3.1. Name and business address of each business
 - 3.2. Total amount paid to each business
4. For the purpose of determining compliance with Pub Cont Code § 10115 et seq.:
 - 4.1. Provide the Department relevant information requested
 - 4.2. Upon reasonable notice and during normal business hours, permit access to its premises for the purpose of:
 - 4.2.1. Interviewing employees
 - 4.2.2. Inspecting and copying books, records, accounts and other material that may be relevant to a matter under investigation

If no DVBE goal is shown in the Notice to Bidders and if you obtain DVBE participation, submit the participating DVBE names and value of work or supplies supplied by each DVBE transaction upon contract completion.

5-1.055D Non-Small Businesses

Section 5-1.055D, "Non-Small Businesses," applies to a non-Federal-aid contract.

Use each subcontractor as shown on the Certified Small Business Listing for the Non-Small Business Preference form unless you receive authorization for a substitution.

The requirement that small businesses be certified by the bid opening date does not apply to small business substitutions after contract award.

Maintain records of subcontracts made with certified small business subcontractors and records of materials purchased from certified small business suppliers. Include in the records:

1. Name and business address of each business
2. Total amount paid to each business

For the purpose of determining compliance with 2 CA Code of Regs § 1896 et seq.:

1. Provide the Department relevant information requested.
2. Upon reasonable notice and during normal business hours, permit access to its premises for the purpose of:
 - 2.1. Interviewing employees
 - 2.2. Inspecting and copying books, records, accounts and other material that may be relevant to a matter under investigation

Replace Section 5-1.07 with:

5-1.07 LINES AND GRADES

The Engineer places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual. Submit your request for Department-furnished stakes:

1. On a Request for Construction Stakes form. Ensure:
 - 1.1. Requested staking area is ready for stakes
 - 1.2. You use the stakes in a reasonable time
2. A reasonable time before starting an activity using the stakes

Establish priorities for stakes and note priorities on the request.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Replace Section 5-1.116 with:

5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)

5-1.116A Contractor's Notification

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

5-1.116B Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

5-1.116C Protests

You may protest the Engineer's decision by:

1. Submitting an Initial Notice of Potential Claim within 5 business days after receipt of the Engineer's notification
2. Complying with claim procedures

The Initial Notice of Potential Claim must detail the differences in your position from the Engineer's determination and support your position with additional information, including additional geotechnical data. Attach to the Initial Notice of Potential Claim a certification stating that you complied with Section 2-1.11, "Job Site and Document Examination."

Promptly submit supplementary information when obtained.

Replace Section 5-1.14 with:

5-1.14 COST REDUCTION INCENTIVE

Comply with Section 4-1.035B, "Value Engineering Change Proposal."

Add:

5-1.15 DISPUTE RESOLUTION

5-1.15A General

Section 5-1.15, "Dispute Resolution," applies to a contract with 100 or more working days.

In the Dispute Resolution Advisor Agreement and in the Dispute Review Board Agreement, interpret a reference to the special provisions as a reference to the Amendments to the Standard Specifications. In the Dispute Review Board Agreement, replace "Proposal and Contract" with "Bid book." Where the section title does not match the section number for a reference, refer to the referenced title.

5-1.15B Dispute Resolution Advisor

Section 5-1.15B, "Dispute Resolution Advisor," applies to a contract from \$3 million to \$10 million.

A dispute resolution advisor, hereinafter referred to as "DRA", is chosen by the Department and the Contractor to assist in the resolution of disputes. The DRA is a part of the contract administrative claims process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRA shall not serve as a substitute for filing a protest or a notice of potential claim.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval.

The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Review Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, has been specifically agreed to in advance by the State and Contractor. Time away from the project that has been specifically agreed to in advance by the Department and the Contractor will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

A copy of the "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and the DRA is as follows:

Form CEM 6206 Rev (04-06-07)

DISPUTE RESOLUTION ADVISOR AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and _____, the Dispute Resolution Advisor, hereinafter called the "DRA." .

WITNESSETH, that

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

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRA to assist in resolving disputes; and

WHEREAS, the DRA is composed of one person, chosen by the CONTRACTOR and the STATE;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRA hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

SECTION II DRA QUALIFICATIONS

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Review Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

SECTION III SCOPE OF WORK

The Scope of Work of the DRA includes, but is not limited to, the following:

A. PROCEDURES

The DRA shall meet with the parties at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRA established procedures shall only be implemented upon approval by the parties. Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental notice of potential claim, and the Engineer's response to the supplemental notice of potential claim.

The parties shall not call the DRA who served on this contract as a witness in arbitration proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

B. DISPUTE MEETING

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Resident Engineer or Area Construction Engineer and the CONTRACTOR's or subcontractor's, if the dispute involves a subcontractor, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

The DRA, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved contract change order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

1. TRADITIONAL DISPUTE MEETING:

The following procedure shall be used for the traditional dispute meeting:

- a. Within 5 days, after receiving the STATE's written response to the CONTRACTOR's supplemental notice of potential claim, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.
- e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.
- f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.
- g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.
- b. After the dispute meeting has concluded; the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRA then verbally delivers its recommendation with findings to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRA on complex issues may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.12, "Dispute Resolution Advisor," of the Special Provisions or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

SECTION V PAYMENT

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

A. PAYMENT PROCESSING

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

DRA may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

B. INSPECTION OF COSTS RECORDS

DRA and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VI ASSIGNMENT OF TASKS OF WORK

DRA shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF A DRA MEMBER

DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

SECTION VIII LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRA.

SECTION IX CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRA. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION X DISPUTES

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in the appropriate forum.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including the DRA, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRA in progress, except for private meetings or deliberations of the DRA.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRA

By: _____

Title: _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

5-1.15C Dispute Review Board

- Section 5-1.15C, "Dispute Review Board," applies to a contract over \$10 million.

5-1.15C(1) General

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

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

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

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

5-1.15C(2) Selection Process, Disclosure and Appointments

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

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

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

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

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

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

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

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

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

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

The Contractor or the State may reject any of the 3 DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

5-1.15C(3) Compensation

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per

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

5-1.15C(4) Replacement of DRB Members

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

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

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

5-1.15C(5) Operation

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
- B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
- C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following an objection to the Engineer's written response, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written response from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and arbitration on the matter in contention.

- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB dispute meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a timely hearing of the dispute.
- H. There shall be no participation of either party's attorneys at DRB dispute meetings.
- I. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute, including but not limited to consultants, except for expert testimony allowed at the discretion of the DRB and with approval prior to the dispute meeting by both parties.
- J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.
- K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.
- N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.
- O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.
- P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

5-1.15C(6) Disputes Involving Subcontractor Potential Claims

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential claims by a lower tier subcontractor or supplier) against the Contractor that is

actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor potential claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

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

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

5-1.15C(7) Dispute Review Board Agreement

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

Form 6202 Rev (09/01/02)

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

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

(Contractor Appointee)

(State Appointee)

and _____
(Third Person)

WITNESSETH, that

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

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute that is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on facts and circumstances involved in the dispute, pertinent contract provisions, applicable laws and regulations. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract.

Normally, dispute meetings shall be conducted at or near the project site. However, any location that would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, applicable laws and regulations, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB dispute meetings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute meetings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT shall be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF DRB MEMBERS

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION 6 CONTROL OF MATERIALS

(Issued 07-01-08)

Replace Section 6-1.05 with:

6-1.05 Specific Brand or Trade Name and Substitution

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

Add:

6-1.075 GUARANTEE

Guarantee the work remains free from substantial defects for 1 year after contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice. If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work

3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

Add:

6-1.085 BUY AMERICA (23 CFR 635.410)

For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2 500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

Add:

6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))

Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

In Section 6-2.01 delete the 4th paragraph.

In Section 6-2.01 replace the 7th paragraph with:

Upon the Contractor's written request, the Department tests materials from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge the Contractor for the tests; otherwise, the Department deducts the test cost.

In Section 6-2.01 delete the 8th paragraph.

In Section 6-2.02 delete the 3rd paragraph.

In Section 6-2.02 in the 7th paragraph, replace the 2nd sentence with:

The Department deducts the charges for the removed material.

In Section 7-1.01A(2) replace the 7th paragraph with:

Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

In Section 7-1.01A(3) replace the 2nd paragraph with:

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

In Section 7-1.01A(3) replace the 4th paragraph with:

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10 000 or less than \$1000.

In Section 7-1.01A(3) delete the 5th paragraph.

Replace Section 7-1.01A(6) with:

7-1.01A(6) (Blank)

Add:

7-1.01K Solid Waste Disposal and Recycling

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to contract acceptance.

For each failure to submit a completed form, the Department withholds \$10,000.

Add:

7-1.01L Asbestos and Hazardous Substances

• Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
2. Presence is not described in the contract
3. Substance has not been made harmless

Add:

7-1.01M Archaeological Discoveries

If archaeological materials are discovered at the job site, protect and leave them undisturbed in place and comply with:

1. Pub Res Code §§ 5097.5, 5097.98, and 5097.99
2. 14 CA Code of Regs § 4308
4. Penal Code § 622-1/2
5. Health & Safety Code § 7050.5

Archaeological materials are the remains of past human activity including historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not archaeological materials unless they show direct evidence of human use or alteration or when found in direct physical association with archaeological materials

Historic-period archaeological materials include cultural remains beginning with initial European contact in California but at least 50 years old and include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovering archaeological materials, stop all work within an 18.5-meter radius of the archaeological materials and notify the Engineer. Archaeological materials discovered are the property of the State. Do not resume work within the 18.5-meter radius of the discovery until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological discovery or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the discovery. If ordered by the Engineer furnish labor, material, tools, and equipment to secure the location of the discovery and assist in the investigation or recovery of archaeological materials; the cost of this work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the Standard Specifications.

In Section 7-1.02 in the 2nd paragraph, replace the 4th sentence with:

Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

In Section 7-1.02 between the 4th and 5th paragraphs, add:

Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete (f_c) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of f_c shown on the plans for that portion of the structure or 2.5 times the value of f_c (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no f_c is shown

In Section 7-1.06 in the 1st paragraph, add:

The Contractor's Injury and Illness Prevention Program shall be submitted to the Engineer. The program shall address the use of personal and company issued electronic devices during work. The use of entertainment and personal communication devices in the work zone shall not be allowed. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

In Section 7-1.09 replace the 8th paragraph with:

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

In Section 7-1.09 replace the 14th paragraph with:

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

In Section 7-1.09 replace the 16th paragraph with:

When vertical clearance is temporarily reduced to 4.72 m or less, low clearance warning signs shall be placed in accordance with Part 2 of the California MUTCD and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

Add to Section 7-1.09:

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

- A. Excavations-The near edge of the excavation is 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 4:1 (horizontal:vertical).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas-Material or equipment is stored within 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 be secured in place before starting work for which the temporary railing is required.

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

| Approach Speed of Public Traffic (Posted Limit) (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.

In Section 7-1.11 in the 2nd paragraph, replace the last sentence with:

The cost of the repairs must be borne by the Contractor and will be deducted.

Replace Section 7-1.12 with:

7-1.12 INDEMNIFICATION AND INSURANCE

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

7-1.12A Indemnification

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

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

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

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

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

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

7-1.12B Insurance

7-1.12B(1) General

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

7-1.12B(2) Casualty Insurance

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

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

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

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

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

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

Contract execution constitutes certification submittal.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

1. \$1 000 000 for each accident for bodily injury by accident
2. \$1 000 000 policy limit for bodily injury by disease
3. \$1 000 000 for each employee for bodily injury by disease

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

7-1.12B(4) Liability Insurance

7-1.12B(4)(a) General

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

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

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

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

| Total Bid | For Each Occurrence ¹ | Aggregate for Products/Completed Operation | General Aggregate ² | Umbrella or Excess Liability ³ |
|---|----------------------------------|--|--------------------------------|---|
| ≤\$1 000 000 | \$1 000 000 | \$2 000 000 | \$2 000 000 | \$5 000 000 |
| >\$1 000 000 ≤\$5 000 000 | \$1 000 000 | \$2 000 000 | \$2 000 000 | \$10 000 000 |
| >\$5 000 000 ≤\$25 000 000 | \$2 000 000 | \$2 000 000 | \$4 000 000 | \$15 000 000 |
| >\$25 000 000 | \$2 000 000 | \$2 000 000 | \$4 000 000 | \$25 000 000 |
| 1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. | | | | |

The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

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

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

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

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

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

7-1.12B(5) Automobile Liability Insurance

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

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

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

7-1.12B(7) Deductibles

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

7-1.12B(8) Enforcement

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

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

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

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

7-1.12B(9) Self-Insurance

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

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

In Section 7-1.13 delete the 5th and 6th paragraphs.

Add:

7-1.50 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

7-1.50A General

Section 7-1.50, "Federal Laws for Federal-Aid Contracts," includes specifications required in a Federal-aid construction contract and applies to a Federal-aid contract.

Form FHWA-1273 is included in the contract in Section 7-1.50B, "FHWA-1273." Some contract terms on the form are different than those used in other contract parts as shown in the following table:

FHWA-1273 Terms and Department Equivalencies

| FHWA-1273 Term | Equivalent Term Used in Other Contract Parts |
|-------------------------|--|
| SHA | Department |
| SHA contracting officer | Engineer |
| SHA resident engineer | Engineer |

7-1.50B FHWA-1273

FHWA-1273 Electronic version -- March 10, 1994
with revised Section VI

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

II. NONDISCRIMINATION

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

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

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

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

- a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

c. Helpers:

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

paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

6. **Withholding:**

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

7. **Overtime Requirements:**

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

8. **Violation:**

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

9. **Withholding for Unpaid Wages and Liquidated Damages:**

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

V. **STATEMENTS AND PAYROLLS**

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

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

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

2. **Payrolls and Payroll Records:**

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

- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029- 005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - 3. that each laborer or mechanic has been paid not less 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

(As of May 22, 2007, Form FHWA-47 is no longer required.)

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such

specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

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

VIII. SAFETY: ACCIDENT PREVENTION

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps,

specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

- (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

7-1.50C Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in Section 7-1.50C, "Female and Minority Goals," female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Minority Utilization Goals

| Economic Area | | Goal (Percent) |
|---------------|--|---|
| 174 | Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | 28.9 25.6 19.6 14.9 9.1 17.1 23.2 |
| 177 | Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | 16.1 14.3 |
| 178 | Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne | 12.3 24.3 19.8 |
| 179 | Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare | 19.1 26.1 23.6 |
| 180 | Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA | 11.9 28.3 21.5 19.0 |

| | | |
|-----|---|------|
| | CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA | 19.7 |
| | CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo | 24.6 |
| 181 | San Diego, CA: SMSA Counties 7320 San Diego, CA | 16.9 |
| | CA San Diego Non-SMSA Counties CA Imperial | 18.2 |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

7-1.50D Training

Section 7-1.50D, "Training," applies if a training goal is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training goal.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the Department:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of Section 7-1.50D, "Training," is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the State's State Administrator of Apprenticeship

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

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

1. Initial notice of potential claim
2. Supplemental notice of potential claim
3. Full and final documentation of potential claim
4. Corresponding claim included in the Contractor's written statement of claims

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

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

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

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

The information provided in items 1 and 2 above shall provide the Contractor's complete reasoning for additional compensation or adjustments.

The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items 3 and 4 above as soon as the change is recognized and submit this information to the Engineer.

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

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute
2. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim
3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
 - 3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs
 - 3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs
 - 3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
 - 3.4. Other categories as specified by the Contractor or the Engineer
4. When an adjustment of contract time is requested the following information shall be provided:

- 4.1. The specific dates for which contract time is being requested
 - 4.2. The specific reasons for entitlement to a contract time adjustment
 - 4.3. The specific provisions of the contract that provide the basis for the requested contract time adjustment
 - 4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.
5. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim

The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.

Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items 1 to 5 above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.

Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or withholds, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the Weekly Statement of Working Days as provided in Section 8-1.06, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.

Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.

Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

Replace Section 9-1.05 with:

9-1.05 STOP NOTICE WITHHOLDS

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

Add:

9-1.053 PERFORMANCE FAILURE WITHHOLDS

During each estimate period you fail to comply with a contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

The Department returns performance-failure withholds in the progress payment following the correction of noncompliance.

Add:

9-1.055 PENALTY WITHHOLDS

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.

If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the Department will not withhold the penalty amount.

If the penalty is resolved for less than the amount withheld, the Department pays interest at a rate of 6 percent per year on the excess withheld. If the penalty is not resolved, the withhold becomes a deduction.

Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

Add:

9-1.057 PROGRESS WITHHOLDS FOR FEDERAL-AID CONTRACTS

Section 9-1.057, "Progress Withholds for Federal-Aid Contracts," applies to a Federal-aid contract.

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

In Section 9-1.06 replace the 3rd paragraph with:

For a non-Federal-aid project, the Department retains 10 percent of the estimated value of the work done and 10 percent of the value of materials estimated to have been furnished and delivered and unused or furnished and stored as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount retained from payment pursuant to the requirements of this Section 9-1.06, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event is that amount reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction is made only upon the request of the Contractor and must be approved in writing by the surety on the performance bond and by the surety on the payment bond. The approval of the surety must be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety must be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department. The retentions specified in this paragraph are those defined in Pub Cont Code § 7107(b).

In Section 9-1.06 in the 4th paragraph, replace the 1st sentence with:

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be deducted or withheld under the provisions of the contract.

In Section 9-1.065 replace the title and the 1st and 2nd paragraphs with:

9-1.065 RELEASE OF RETAINED FUNDS

The Department releases retained funds if you:

1. Request release of the retention (Pub Cont Code § 10263) in writing
2. Deposit securities equivalent to the funds you want released into escrow with the State Treasurer or with a bank acceptable to the Department
3. Are the beneficial owner of and receive interest on the deposited securities substituted for the retained funds

In Section 9-1.07A replace the 2nd sentence with:

The Department pays the balance due less previous payments, deductions, withholds, and retentions under the provisions of the contract and those further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment thereon.

Replace Section 9-1.07B with:

9-1.07B Final Payment and Claims

After acceptance by the Director, the Engineer makes a proposed final estimate of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work, and other basis for payment, and shows each deduction made or to be made for prior payments and amounts to be deducted, withheld, or retained under the provisions of the contract. Prior estimates and payments are subject to correction in the proposed final estimate. The Contractor must submit written approval of the proposed final estimate or a written statement of claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the 30th day after receiving the proposed final estimate. The Contractor's receipt of the proposed final estimate must be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims must be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

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

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

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

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

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

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

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

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

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

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(name) .
 _____ of

(title) .

(company) .

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____ .

(Notary Public)
 My Commission
 Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead, in addition to being certified as stated above, shall be supported and accompanied by an audit report of an independent Certified Public Accountant. Omission of a supporting audit report of an independent Certified Public Accountant shall result in denial of the claim and shall operate as a bar to arbitration, as to the claim, in conformance with the requirements in Section 10240.2 of the California Public Contract Code. Any claim for overhead shall be subject to audit by the State at its discretion. The costs of performing an audit examination and submitting the report shall be borne by the Contractor. The Department will deduct an offset amount for field and home office overhead paid on all added work from any claim for overhead as appropriate, as determined by the Department. The value of the added work equals the value of the work completed minus the total bid. The home office overhead offset equals 5 percent of the added work. The field office overhead offset equals 5-1/2 percent of the added work. The Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

Metal concentrations in soil amendment must not exceed the maximum metal concentrations listed in Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.

Soil amendment must comply with the following:

| Physical/Chemical Requirements | | |
|--------------------------------|--|--|
| Property | Test Method | Requirement |
| pH | *TMECC 04.11-A, Elastometric pH 1:5 Slurry Method, pH Units | 6.0–8.0 |
| Soluble Salts | TMECC 04.10-A, Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm) | 0-10.0 |
| Moisture Content | TMECC 03.09-A, Total Solids & Moisture at 70+/- 5 deg C, % Wet Weight Basis | 30–60 |
| Organic Matter Content | TMECC 05.07-A, Loss-On-Ignition Organic Matter Method (LOI), % Dry Weight Basis | 30–65 |
| Maturity | TMECC 05.05-A, Germination and Vigor Seed Emergence Seedling Vigor % Relative to Positive Control | 80 or Above 80 or Above |
| Stability | TMECC 05.08-B, Carbon Dioxide Evolution Rate mg CO ₂ -C/g OM per day | 8 or below |
| Particle Size | TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis | 95% Passing 5/8 inch 70% Passing 3/8 inch |
| Pathogen | TMECC 07.01-B, Fecal Coliform Bacteria < 1000 MPN/gram dry wt. | Pass |
| Pathogen | TMECC 07.01-B, Salmonella < 3 MPN/4 grams dry wt. | Pass |
| Physical Contaminants | TMECC 02.02-C, Man Made Inert Removal and Classification: Plastic, Glass and Metal, % > 4mm fraction | Combined Total: < 1.0 |
| Physical Contaminants | TMECC 02.02-C, Man Made Inert Removal and Classification: Sharps (Sewing needles, straight pins and hypodermic needles), % > 4mm fraction | None Detected |

*TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Prior to application, the Contractor shall provide the Engineer with a copy of the soil amendment producer's Compost Technical Data Sheet and a copy of the compost producers STA certification. The Compost Technical Data Sheet shall include laboratory analytical test results, directions for product use, and a list of product ingredients.

Prior to application, the Contractor shall provide the Engineer with a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

In Section 20-2.10 delete the 8th, 9th, and 10th paragraphs.

Replace Section 20-2.25 with:

20-2.25 BACKFLOW PREVENTERS

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

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

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

1. Type A
2. Type B
3. Open graded friction course (OGFC). OGFC includes hot mix asphalt (open graded), rubberized hot mix asphalt (open graded) (RHMA-O) and rubberized hot mix asphalt (open graded high binder) (RHMA-O-HB)
4. Rubberized hot mix asphalt (gap graded) (RHMA-G)

The special provisions specify the HMA construction process, including:

1. Standard
2. Method
3. Quality Control / Quality Assurance (QC / QA)

39-1.02 MATERIALS

39-1.02A GEOSYNTHETIC PAVEMENT INTERLAYER

Geosynthetic pavement interlayer must comply with the specifications for pavement reinforcing fabric in Section 88, "Engineering Fabrics."

39-1.02B TACK COAT

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Choose the type and grade.

39-1.02C ASPHALT BINDER

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

39-1.02D ASPHALT RUBBER BINDER

General

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be 80.0 ± 2.0 percent by mass of the asphalt rubber binder.

Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

Asphalt Modifier for Asphalt Rubber Binder

| Quality Characteristic | ASTM | Specification |
|---|--------|---------------|
| Viscosity, m^2/s ($\times 10^{-6}$) at 100 °C | D 445 | $X \pm 3^a$ |
| Flash Point, CL.O.C., °C | D 92 | 207 minimum |
| Molecular Analysis | | |
| Asphaltenes, percent by mass | D 2007 | 0.1 maximum |
| Aromatics, percent by mass | D 2007 | 55 minimum |

Note:

^a The symbol "X" is the proposed asphalt modifier viscosity. "X" must be between 19 and 36. A change in "X" requires a new asphalt rubber binder design.

Asphalt modifier must be from 2.0 percent to 6.0 percent by mass of the asphalt binder in the asphalt rubber binder.

Crumb Rubber Modifier

CRM consists of a ground or granulated combination of scrap tire CRM and high natural CRM. CRM must be 75.0 ± 2.0 percent scrap tire CRM and 25.0 ± 2.0 percent high natural CRM by total mass of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

Crumb Rubber Modifier for Asphalt Rubber Binder

| Quality Characteristic | Test Method | Specification |
|---|-------------|---------------|
| Scrap tire CRM gradation (% passing 2.36-mm sieve) | LP-10 | 100 |
| High natural CRM gradation (% passing 2.00-mm sieve) | LP-10 | 100 |
| Wire in CRM (% max.) | LP-10 | 0.01 |
| Fabric in CRM (% max.) | LP-10 | 0.05 |
| CRM particle length (mm max.) ^a | -- | 4.75 |
| CRM specific gravity ^a | CT 208 | 1.1 – 1.2 |
| Natural rubber content in high natural CRM (%) ^a | ASTM D 297 | 40.0 – 48.0 |

Note:

^a Test at mix design and for Certificate of Compliance.

Only use CRM ground and granulated at ambient temperature. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Only use cryogenically produced CRM particles that can be ground or granulated and not pass through the grinder or granulator.

CRM must be dry, free-flowing particles that do not stick together. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier. You may add calcium carbonate or talc up to 3 percent by mass of CRM.

Asphalt Rubber Binder Design and Profile

Submit in writing an asphalt rubber binder design and profile. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile is not a specification and only serves to indicate expected trends in asphalt rubber binder properties during binder production. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

Asphalt Rubber Binder Reaction Design Profile

| Test | Minutes of Reaction ^a | | | | | | | Limits |
|---|----------------------------------|----|----|-----|-----|-----|------|---------------|
| | 45 | 60 | 90 | 120 | 240 | 360 | 1440 | |
| Cone penetration @ 77 °F, 0.10-mm (ASTM D 217) | X ^b | | | | X | | X | 25 - 70 |
| Resilience @ 77 °F, percent rebound (ASTM D 5329) | X | | | | X | | X | 18 min. |
| Field softening point, °F (ASTM D 36) | X | | | | X | | X | 125 - 165 |
| Viscosity, centipoises (LP-11) | X | X | X | X | X | X | X | 1,500 - 4,000 |

Notes:

^a Six hours (360 minutes) after CRM addition, reduce the oven temperature to 135 °C for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).

^b "X" denotes required testing

Asphalt Rubber Binder

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:

Asphalt Rubber Binder

| Quality Characteristic | Test for Quality Control or Acceptance | Test Method | Specification | |
|-------------------------------------|--|-------------|---------------|---------|
| | | | Minimum | Maximum |
| Cone penetration @ 77 °F, 0.10-mm | Acceptance | ASTM D 217 | 25 | 70 |
| Resilience @ 77 °F, percent rebound | Acceptance | ASTM D 5329 | 18 | -- |
| Field softening point, °F | Acceptance | ASTM D 36 | 125 | 165 |
| Viscosity @ 350 °F, centipoises | Quality Control | LP-11 | 1,500 | 4,000 |

39-1.02E AGGREGATE

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the 4.75-mm sieve is coarse
2. Passing the 4.75-mm sieve is fine
3. Added and passing the 0.6-mm sieve is supplemental fine, including:
 - 3.1. Hydrated lime
 - 3.2. Portland cement
 - 3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

**Aggregate Gradation
(Percentage Passing)
HMA Types A and B**

19-mm HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 25-mm | 100 | — |
| 19-mm | 90 – 100 | TV ±5 |
| 12.5-mm | 70 - 90 | TV ±6 |
| 4.75-mm | 45 - 55 | TV ±7 |
| 2.36-mm | 32 - 40 | TV ±5 |
| 0.6-mm | 12 - 21 | TV ±4 |
| 0.075-mm | 2 - 7 | TV ±2 |

12.5-mm HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 19-mm | 100 | — |
| 12.5-mm | 95 - 99 | TV ±6 |
| 9.5-mm | 75 - 95 | TV ±6 |
| 4.75-mm | 55 - 66 | TV ±7 |
| 2.36-mm | 38 - 49 | TV ±5 |
| 0.6-mm | 15 - 27 | TV ±4 |
| 0.075-mm | 2 - 8 | TV ±2 |

9.5-mm HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 12.5-mm | 100 | — |
| 9.5-mm | 95 - 100 | TV ±6 |
| 4.75-mm | 58 - 72 | TV ±7 |
| 2.36-mm | 34 - 48 | TV ±6 |
| 0.6-mm | 18 - 32 | TV ±5 |
| 0.075-mm | 2 - 9 | TV ±2 |

4.75-mm HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 9.5-mm | 100 | — |
| 4.75-mm | 95 - 100 | TV ±7 |
| 2.36-mm | 72 - 77 | TV ±7 |
| 0.6-mm | 37 - 43 | TV ±7 |
| 0.075-mm | 2 - 12 | TV ±4 |

Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)

19-mm RHMA-G

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 25-mm | 100 | — |
| 19-mm | 95 - 100 | TV ±5 |
| 12.5-mm | 83 - 87 | TV ±6 |
| 9.5-mm | 65 - 70 | TV ±6 |
| 4.75-mm | 28 - 42 | TV ±7 |
| 2.36-mm | 14 - 22 | TV ±5 |
| 0.075-mm | 0 - 6 | TV ±2 |

12.5-mm RHMA-G

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 19-mm | 100 | — |
| 12.5-mm | 90 - 100 | TV ±6 |
| 9.5-mm | 83 - 87 | TV ±6 |
| 4.75-mm | 28 - 42 | TV ±7 |
| 2.36-mm | 14 - 22 | TV ±5 |
| 0.075-mm | 0 - 6 | TV ±2 |

Open Graded Friction Course (OGFC)

25-mm OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 37.5-mm | 100 | — |
| 25-mm | 99 - 100 | TV ±5 |
| 19-mm | 85 - 96 | TV ±5 |
| 12.5-mm | 55 - 71 | TV ±6 |
| 4.75-mm | 10 - 25 | TV ±7 |
| 2.36-mm | 6 - 16 | TV ±5 |
| 0.075-mm | 1 - 6 | TV ±2 |

12.5-mm OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 19-mm | 100 | — |
| 12.5-mm | 95 - 100 | TV ±6 |
| 9.5-mm | 78 - 89 | TV ±6 |
| 4.75-mm | 28 - 37 | TV ±7 |
| 2.36-mm | 7 - 18 | TV ±5 |
| 0.6-mm | 0 - 10 | TV ±4 |
| 0.075-mm | 0 - 3 | TV ±2 |

9.5-mm OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|-------------|---------------------|---------------------|
| 12.5-mm | 100 | — |
| 9.5-mm | 90 - 100 | TV ±6 |
| 4.75-mm | 29 - 36 | TV ±7 |
| 2.36-mm | 7 - 18 | TV ±6 |
| 0.6-mm | 0 - 10 | TV ±5 |
| 0.075-mm | 0 - 3 | TV ±2 |

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

Aggregate Quality

| Quality Characteristic | Test Method | HMA Type | | | |
|--|-----------------------|----------|-----|--------|------|
| | | A | B | RHMA-G | OGFC |
| Percent of crushed particles | CT 205 | | | | |
| Coarse aggregate (% min.) | | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (% min.) | | | | | |
| (Passing 4.75-mm sieve and retained on 2.36-mm sieve.) | | | | | |
| One fractured face | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) | CT 211 | | | | |
| Loss at 100 Rev. | | 12 | -- | 12 | 12 |
| Loss at 500 Rev. | | 45 | 50 | 40 | 40 |
| Sand equivalent (min.) ^a | CT 217 | 47 | 42 | 47 | -- |
| Fine aggregate angularity (% min.) ^b | AASHTO T 304 Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (% max. by mass @ 5:1) | ASTM D 4791 | 10 | 10 | 10 | 10 |
| K _c factor (max.) | CT 303 | 1.7 | 1.7 | 1.7 | -- |
| K _f factor (max.) | CT 303 | 1.7 | 1.7 | 1.7 | -- |

Notes:

^a Reported value must be the average of 3 tests from a single sample.

^b The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by mass of total aggregate.

39-1.02F RECLAIMED ASPHALT PAVEMENT

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

39-1.03A GENERAL

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources

7. Substitution rate for RAP aggregate of more than 5 percent
8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

39-1.03B HOT MIX ASPHALT FOR JOB MIX FORMULA

Determine the proposed JMF from a mix design that complies with:

Hot Mix Asphalt for Job Mix Formula

| Quality Characteristic | Test Method | HMA Type | | |
|--|---------------------|-------------|-------------|--------------------------|
| | | A | B | RHMA-G |
| Air voids content (%) | CT 367 ^a | 4.0 | 4.0 | Special Provisions |
| Voids in mineral aggregate (% min.) | LP-2 | | | |
| 4.75-mm grading | | 17.0 | 17.0 | -- |
| 9.5-mm grading | | 15.0 | 15.0 | -- |
| 12.5-mm grading | | 14.0 | 14.0 | 18.0 – 23.0 ^b |
| 19-mm grading | | 13.0 | 13.0 | 18.0 – 23.0 ^b |
| Voids filled with asphalt (%) | LP-3 | | | |
| 4.75-mm grading | | 76.0 – 80.0 | 76.0 – 80.0 | Note d |
| 9.5-mm grading | | 73.0 – 76.0 | 73.0 – 76.0 | |
| 12.5-mm grading | | 65.0 – 75.0 | 65.0 – 75.0 | |
| 19-mm grading | | 65.0 – 75.0 | 65.0 – 75.0 | |
| Dust proportion | LP-4 | | | |
| 4.75-mm and 9.5-mm gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Note d |
| 12.5-mm and 19-mm gradings | | 0.6 – 1.3 | 0.6 – 1.3 | |
| Stabilometer value (min.) ^c | CT 366 | | | |
| 4.75-mm and 9.5-mm gradings | | 30 | 30 | -- |
| 12.5-mm and 19-mm gradings | | 37 | 35 | 23 |

Notes:

^a Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

^b Voids in mineral aggregate for RHMA-G must be within this range.

^c Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 60 ± 3 °C by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 60 °C for a minimum of 2 hours and not more than 3 hours."

^d Report this value in the JMF submittal.

For stability, prepare 3 briquettes separately at the proposed JMF and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity. If you choose to determine bulk specific gravity with new briquettes and your tests fail, you may not test again using the stability briquettes.

39-1.03C JOB MIX FORMULA SUBMITTAL

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513 dated within 12 months of production start, if applicable
4. Materials Safety Data Sheets (MSDS) for:
 - 4.1. Asphalt binder
 - 4.2. Base asphalt binder used in asphalt rubber binder

- 4.3. CRM and asphalt modifier used in asphalt rubber binder
- 4.4. Blended asphalt rubber binder mixture
- 4.5. Supplemental fine aggregate except fines from dust collectors
- 4.6. Antistrip additives

If the JMF must be verified or if the Engineer requests, submit samples of the following materials in labeled containers weighing no more than 22.5 kg each (notify the Engineer at least 2 business days before sampling materials):

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 55 kg for each coarse aggregate, 35 kg for each fine aggregate, and 4.5 kg for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 30 kg.
3. Asphalt binder from the binder supplier. Samples must be in two 1-liter cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-liter cylindrical shaped cans with open top and friction lids.

39-1.03D JOB MIX FORMULA REVIEW

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

39-1.03E JOB MIX FORMULA VERIFICATION

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ± 0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

Test samples from the HMA plant to be used to determine possible JMF adjustments.

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. The Engineer verifies each proposed JMF within 20 days of receiving a complete JMF submittal and verification samples. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV \pm tolerance)
3. Asphalt binder content (JMF TV \pm tolerance)
4. HMA quality specified in the table Hot Mix Asphalt for Job Mix Formula except:
 - 4.1. Air voids content (design value ± 2.0 percent)
 - 4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than ± 0.3 percent from optimum binder content)
 - 4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than ± 0.3 percent from optimum binder content)

If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. In the Engineer's presence, under California Test 125, and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. Behind a paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 12 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer may prepare 3 new briquettes and determine a new bulk specific gravity. If the Engineer chooses to determine bulk specific gravity with new briquettes and the Engineer's tests fail, the Engineer may not test again using the stability briquettes.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ± 0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

The Engineer reverifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

39-1.03F JOB MIX FORMULA ACCEPTANCE

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

39-1.04 CONTRACTOR QUALITY CONTROL

39-1.04A GENERAL

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 days of a request except when QC / QA is specified.

39-1.04B PREPAVING CONFERENCE

Meet with the Engineer at a prepaving conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

39-1.04C ASPHALT RUBBER BINDER

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not

less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 2250 kg. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 4500 kg of scrap tire CRM and once per 1500 kg of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

39-1.04D AGGREGATE

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

39-1.04E RECLAIMED ASPHALT PAVEMENT

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

39-1.04F CORES

For Standard and QC / QA projects, take 100-mm or 150-mm diameter cores at least once every 5 business days. Take 1 core for every 225 tonnes of HMA from random locations the Engineer designates. Take cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a core to the Engineer, mark it with the core's location and place it in a protective container.

If a core is damaged, replace it with a core taken within 0.3 m longitudinally from the original core. Relocate any core located within 0.3 m of a rumble strip to 0.3 m transversely away from the rumble strip.

39-1.04G BRIQUETTES

Prepare 3 briquettes separately for each stability determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity. If you choose to determine bulk specific gravity with new briquettes and your tests fail, you may not test again using the stability briquettes.

39-1.05 ENGINEER'S ACCEPTANCE

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method. Sampling must be statistically-based and random.

The Engineer takes HMA and aggregate samples during production and splits each sample into 2 parts. The Engineer tests 1 part to verify quality control test results and reserves and stores the remaining part. If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes separately for each stability determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer may prepare 3 new briquettes and determine a new bulk specific gravity. If the Engineer chooses to determine bulk specific gravity with new briquettes and the Engineer tests fail, the Engineer may not test again using the stability briquettes.

39-1.06 DISPUTE RESOLUTION

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

39-1.07 PRODUCTION START-UP EVALUATION

The Engineer evaluates HMA production and placement at production start-up.

Within the first 680 tonnes produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125. For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples for compliance with specifications. You and the Engineer must report test results in writing within 3 business days of sampling.

For Standard and QC / QA projects, take 100-mm or 150-mm diameter cores within the first 680 tonnes on the first day of HMA production. For each core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the core locations and include them in your production tests for percent of maximum theoretical density.

39-1.08 PRODUCTION

39-1.08A GENERAL

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

39-1.08B MIXING

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 135 °C and 190 °C when mixed with aggregate.

Asphalt rubber binder must be between 177 °C and 218 °C when mixed with aggregate.

Aggregate must not be more than 163 °C when mixed with asphalt binder. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 163 °C.

39-1.08C ASPHALT RUBBER BINDER

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, the asphalt binder must be between 177 °C and 218 °C when you add asphalt modifier. Mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 177 °C and 218 °C.

Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 177 °C and the lower of 218 °C or 6 °C below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 177 °C, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder mass. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

39-1.09A GENERAL

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

39-1.09B SUBGRADE

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

39-1.09C TACK COAT

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

| HMA Overlay over: | Minimum Residual Rates (liters per square meter) | | |
|------------------------------|--|--|---|
| | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion | Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion |
| New HMA (between layers) | 0.09 | 0.14 | 0.09 |
| Existing AC and PCC pavement | 0.14 | 0.18 | 0.14 |
| Planed pavement | 0.23 | 0.27 | 0.18 |

Tack Coat Application Rates for OGFC

| OGFC over: | Minimum Residual Rates (liters per square meter) | | |
|------------------------------|--|--|---|
| | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion | Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion |
| New HMA | 0.14 | 0.18 | 0.14 |
| Existing AC and PCC pavement | 0.23 | 0.27 | 0.18 |
| Planed pavement | 0.27 | 0.32 | 0.23 |

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may change tack coat rates.

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 140 °C and 175 °C when applied.

39-1.09D GEOSYNTHETIC PAVEMENT INTERLAYER

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 6 mm and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 1.13 liter ± 0.14 liter of asphalt binder per square meter of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 75 mm on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 12.5 mm thick. If the overlapping wrinkle is more than 12.5 mm thick, cut the wrinkle out and overlap the interlayer no more than 50 mm.

The minimum HMA thickness over the interlayer must be 35 mm thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 50 mm and 100 mm. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

39-1.10 SPREADING AND COMPACTING EQUIPMENT

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

39-1.11 TRANSPORTING, SPREADING, AND COMPACTING

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 127 °C

You may pave HMA in 1 or more layers on areas less than 1.5 m wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.15 m from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Private drives
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Left turn pockets

If the number of lanes change, pave each through lane's top layer before paving a changing lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 65 °C for HMA with unmodified binder
2. Below 60 °C for HMA with modified binder
3. Below 93 °C for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 19-mm aggregate grading is specified, you may use a 12.5-mm aggregate grading if the total layer thickness is between 38 mm and 60 mm thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," if either:

1. Total paved thickness is less than 45 mm.
2. Total paved thickness is less than 60 mm and a 19-mm aggregate grading is specified and used.
3. You spread and compact at:
 - 3.1. Asphalt concrete surfacing replacement areas
 - 3.2. Leveling courses
 - 3.3. Detours not included in the final roadway prism
 - 3.4. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 71 °C.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 0.5 kg and 1 kg per square meter on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

39-1.12 SMOOTHNESS

39-1.12A GENERAL

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 15 mm below the grade specified by the Engineer.

39-1.12B STRAIGHTEDGE

The HMA pavement top layer must not vary from the lower edge of a 3.66-m long straightedge:

1. More than 3 mm when the straight edge is laid parallel with the centerline
2. More than 6 mm when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 6 mm when the straightedge is laid within 7.3 m of a pavement conform

39-1.12C PROFILOGRAPH

Under California Test 526, determine the zero (null) blanking band Profile Index (PI_0) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 1 m or more in a length of 7.5 m. You must correct must-grinds.

For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 600 m or more, the PI_0 must be at most 75 mm per 160-m section.

On horizontal curves with a centerline radius of curvature between 300 m and 600 m including pavement within the superelevation transitions, the PI_0 must be at most 150 mm per 160-m section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a PI_0 . You must measure these areas with a 3.6-m straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than or equal to 75 mm
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 460 m in length

The following HMA pavement areas do not require a PI_0 . You must measure these areas with a 3.6-m straightedge:

1. Horizontal curves with a centerline radius of curvature less than 300 m including pavement within the superelevation transitions of those curves
2. Within 3.66 m of a transverse joint separating the pavement from:
 - 2.1. Existing pavement not constructed under the same project
 - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:
 - 4.1. Ramps
 - 4.2. Connectors
5. Turn lanes and areas around manholes or drainage transitions
6. Acceleration and deceleration lanes for at-grade intersections
7. Shoulders and miscellaneous areas
8. HMA pavement within 1 m from and parallel to the construction joints formed between curbs, gutters, or existing pavement

39-1.12D SMOOTHNESS CORRECTION

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place an overlay of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 3.66 m of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

After correcting for smoothness, measure the corrected HMA pavement surface with a profilograph and a 3.66-m straightedge until the pavement is within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

39-1.13 MISCELLANEOUS AREAS AND DIKES

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks

4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 9.5-mm or 12.5-mm HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 9.5-mm aggregate and 6.0 percent for 12.5-mm aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

39-1.14 SHOULDER RUMBLE STRIP

Construct shoulder rumble strips by rolling or grinding indentations in the top layer of new HMA surfacing.

Select the method and equipment for constructing ground-in indentations.

Do not construct shoulder rumble strips on structures or approach slabs.

Construct rumble strips within 50 mm of the specified alignment. Roller or grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Rolled-in indentations must not vary from the specified dimensions by more than 10 percent.

Ground-in indentations must comply with the specified dimensions within 1.5 mm in depth or 10 percent in length and width.

The Engineer orders grinding or removal and replacement of noncompliant rumble strips to bring them within specified tolerances. Ground surface areas must be neat and uniform in appearance.

The grinding equipment must be equipped with a vacuum attachment to remove residue.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

On ground areas, apply fog seal coat under Section 37-1, "Seal Coats."

39-2 STANDARD

39-2.01 DESCRIPTION

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

39-2.02 CONTRACTOR QUALITY CONTROL

39-2.02A QUALITY CONTROL PLAN

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.

The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

39-2.02B QUALITY CONTROL TESTING

Perform sampling and testing at the specified frequency for the following quality characteristics:

Minimum Quality Control – Standard

| Quality Characteristic | Test Method | Minimum Sampling and Testing Frequency | HMA Type | | | |
|---|----------------------|---|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | A | B | RHMA-G | OGFC |
| Aggregate gradation ^a | CT 202 | 1 per 680 tonnes and any remaining part | JMF ± Tolerance ^b |
| Sand equivalent (min.) ^c | CT 217 | | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.50 | JMF +0.50 -0.70 |
| HMA moisture content (% max.) | CT 226 or CT 370 | 1 per 2250 tonnes but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | 1.0 |
| Percent of maximum theoretical density (%) ^{d, e} | Quality control plan | 2 per business day (min.) | 91 - 97 | 91 - 97 | 91 - 97 | -- |
| Stabilometer value (min.) ^{c, f} 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | CT 366 | One per 3600 tonnes or 2 per 5 business days, whichever is more | 30 | 30 | -- | -- |
| | | | 37 | 35 | 23 | -- |
| Air voids content (%) ^{c, g} | CT 367 | | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^h | CT 226 or CT 370 | 2 per day during production | -- | -- | -- | -- |
| Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing 4.75-mm sieve and retained on 2.36-mm sieve.) One fractured face | CT 205 | As necessary and designated in the QCP. At least once per project | 90 | 25 | -- | 90 |
| | | | 75 | -- | 90 | 75 |
| | | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev. | CT 211 | | 12 45 | -- 50 | 12 40 | 12 40 |

| | | | | | | |
|---|------------------------|----|--|--|--|------------------------------------|
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | | Report only | Report only | Report only | -- |
| Flat and elongated particles (% max. by mass @ 5:1) | ASTM D 4791 | | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) ⁱ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-3 | | 76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0 | 76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0 | Report only | -- |
| Voids in mineral aggregate (% min.) ⁱ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-2 | | 17.0 15.0 14.0 13.0 | 17.0 15.0 14.0 13.0 | -- -- 18.0 – 23.0 ^j 18.0 – 23.0 ^j | -- |
| Dust proportion ¹ 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | LP-4 | | 0.9 – 2.0 0.6 – 1.3 | 0.9 – 2.0 0.6 – 1.3 | Report only | -- |
| Smoothness | Section 39-1.12 | -- | 3.66-m straightedge, must-grind, and PI ₀ | 3.66-m straightedge, must-grind, and PI ₀ | 3.66-m straightedge, must-grind, and PI ₀ | 3.66-m straightedge and must-grind |
| Asphalt rubber binder viscosity @ 177 °C, centipoises | Section 39-1.02D | -- | -- | -- | 1,500 – 4,000 | 1,500 – 4,000 |
| Crumb rubber modifier | Section 39-1.02D | -- | -- | -- | Section 39-1.02D | Section 39-1.02D |

Notes:

^a Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

^b The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

^c Report the average of 3 tests from a single split sample.

^d Required for HMA Type A, Type B, and RHMA-G if the total paved thickness is at least 45 mm.

^e Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^f Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 60 °C ± 3 °C by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 69 °C for a minimum of 2 hours and not more than 3 hours."

^g Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^h For adjusting the plant controller at the HMA plant.

ⁱ Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

^j Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

39-2.03 ENGINEER'S ACCEPTANCE

39-2.03A TESTING

The Engineer samples for acceptance testing and tests for:

HMA Acceptance - Standard

| Quality Characteristic | Test Method | HMA Type | | | | | | |
|---|------------------------------|-------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------|--------|
| | | A | B | RHMA-G | OGFC | | | |
| Aggregate gradation ^a | | CT 202 | JMF ± Tolerance ^c | JMF ± Tolerance ^c | JMF ± Tolerance ^c | JMF ± Tolerance ^c | | |
| Sieve | 19 mm | | | | | | 12.5 mm | 9.5 mm |
| 12.5-mm | X ^b | | | | | | | |
| 9.5-mm | | | | | | | X | |
| 4.75-mm | | | | | | | | X |
| 2.36-mm | X | | | | | | X | X |
| 0.075-mm | X | X | X | | | | | |
| Sand equivalent (min.) ^d | CT 217 | 47 | 42 | 47 | -- | | | |
| Asphalt binder content (%) | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 | JMF +0.50 -0.70 | | | |
| HMA moisture content (% max.) | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 | 1.0 | | | |
| Percent of maximum theoretical density (%) ^{e, f} | CT 375 | 91 – 97 | 91 – 97 | 91 – 97 | -- | | | |
| Stabilometer value (min.) ^{d, g} 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | CT 366 | 30 | 30 | -- | -- | | | |
| | | 37 | 35 | 23 | -- | | | |
| Air voids content (%) ^{d, h} | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- | | | |
| Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min.) (Passing 4.75-mm sieve and retained on 2.36-mm sieve.) One fractured face | CT 205 | 90 | 25 | -- | 90 | | | |
| | | 75 | -- | 90 | 75 | | | |
| | | 70 | 20 | 70 | 90 | | | |
| Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev. | CT 211 | 12 | -- | 12 | 12 | | | |
| | | 45 | 50 | 40 | 40 | | | |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | Report only | Report only | Report only | -- | | | |
| Flat and elongated particles (%, max. by mass @ 5:1) | ASTM D 4791 | Report only | Report only | Report only | Report only | | | |
| Voids filled with asphalt (%) ¹ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-3 | 76.0 – 80.0 | 76.0 – 80.0 | Report only | -- | | | |
| | | 73.0 – 76.0 | 73.0 – 76.0 | | | | | |
| | | 65.0 – 75.0 | 65.0 – 75.0 | | | | | |
| | | 65.0 – 75.0 | 65.0 – 75.0 | | | | | |
| Voids in mineral aggregate (% min.) ⁱ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-2 | 17.0 | 17.0 | -- | -- | | | |
| | | 15.0 | 15.0 | -- | | | | |
| | | 14.0 | 14.0 | 18.0 – 23.0 ^j | | | | |
| | | 13.0 | 13.0 | 18.0 – 23.0 ^j | | | | |
| Dust proportion ¹ 4.75-mm and 9.5-mm | LP-4 | | | Report only | -- | | | |

| | | | | | |
|---|--------------------|---|---|---|--|
| gradings 12.5-mm and 19-mm gradings | | 0.9 – 2.0 | 0.9 – 2.0 | | |
| | | 0.6 – 1.3 | 0.6 – 1.3 | | |
| Smoothness | Section 39-1.12 | 3.66-m straightedge, must-grind, and PI ₀ | 3.66-m straightedge, must-grind, and PI ₀ | 3.66-m straightedge, must-grind, and PI ₀ | 3.66-m straightedge and must-grind |
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92- 1.02(C) and Section 39- 1.02D | Section 92- 1.02(C) and Section 39- 1.02D |
| Asphalt modifier | Various | -- | -- | Section 39- 1.02D | Section 39- 1.02D |
| Crumb rubber modifier | Various | -- | -- | Section 39- 1.02D | Section 39- 1.02D |

^a The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

^b "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

^d The Engineer reports the average of 3 tests from a single split sample.

^e The Engineer determines percent of maximum theoretical density if the total paved thickness is at least 45 mm under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

^f The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^g Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 60 °C ± 3 °C by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 60 °C for a minimum of 2 hours and not more than 3 hours."

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

^j Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 680 tonnes or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the core you take from each 225 tonnes of HMA production. The Engineer determines the percent of maximum theoretical density for each core by determining the core's density and dividing by the maximum theoretical density.

If the total paved thickness is at least 45 mm and any layer is less than 45 mm, the Engineer determines the percent of maximum theoretical density from cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

Reduced Payment Factors for Percent of Maximum Theoretical Density

| HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density | Reduced Payment Factor | HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density | Reduced Payment Factor |
|---|---------------------------|---|---------------------------|
| 91.0 | 0.0000 | 97.0 | 0.0000 |
| 90.9 | 0.0125 | 97.1 | 0.0125 |
| 90.8 | 0.0250 | 97.2 | 0.0250 |
| 90.7 | 0.0375 | 97.3 | 0.0375 |
| 90.6 | 0.0500 | 97.4 | 0.0500 |
| 90.5 | 0.0625 | 97.5 | 0.0625 |
| 90.4 | 0.0750 | 97.6 | 0.0750 |
| 90.3 | 0.0875 | 97.7 | 0.0875 |
| 90.2 | 0.1000 | 97.8 | 0.1000 |
| 90.1 | 0.1125 | 97.9 | 0.1125 |
| 90.0 | 0.1250 | 98.0 | 0.1250 |
| 89.9 | 0.1375 | 98.1 | 0.1375 |
| 89.8 | 0.1500 | 98.2 | 0.1500 |
| 89.7 | 0.1625 | 98.3 | 0.1625 |
| 89.6 | 0.1750 | 98.4 | 0.1750 |
| 89.5 | 0.1875 | 98.5 | 0.1875 |
| 89.4 | 0.2000 | 98.6 | 0.2000 |
| 89.3 | 0.2125 | 98.7 | 0.2125 |
| 89.2 | 0.2250 | 98.8 | 0.2250 |
| 89.1 | 0.2375 | 98.9 | 0.2375 |
| 89.0 | 0.2500 | 99.0 | 0.2500 |
| < 89.0 | Remove and Replace | > 99.0 | Remove and Replace |

39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Determine the number of rollers needed to obtain the specified density and surface finish.

39-3 METHOD

39-3.01 DESCRIPTION

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

39-3.02 ENGINEER'S ACCEPTANCE

39-3.02A TESTING

The Engineer samples for acceptance testing and tests for:

HMA Acceptance - Method

| Quality Characteristic | Test Method | HMA Type | | | |
|---|------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| | | A | B | RHMA-G | OGFC |
| Aggregate gradation ^a | CT 202 | JMF ± Tolerance ^b |
| Sand equivalent (min.) ^c | CT 217 | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 | JMF +0.50 -0.70 |
| HMA moisture content (% max.) | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Stabilometer value (min.) ^{c, d} 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | CT 366 | 30 | 30 | -- | -- |
| | | 37 | 35 | 23 | -- |
| Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min.) (Passing 4.75-mm sieve and retained on 2.36-mm sieve.) One fractured face | CT 205 | 90 | 25 | -- | 90 |
| | | 75 | -- | 90 | 75 |
| | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev. | CT 211 | 12 | -- | 12 | 12 |
| | | 45 | 50 | 40 | 40 |
| Air voids content (%) ^{c, e} | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | Report only | Report only | Report only | -- |
| Flat and elongated particles (% max. by mass @ 5:1) | ASTM D 4791 | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) ^f 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-3 | 76.0 – 80.0 | 76.0 – 80.0 | Report only | -- |
| | | 73.0 – 76.0 | 73.0 – 76.0 | | |
| | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| Voids in mineral aggregate (% min.) ^f 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-2 | 17.0 | 17.0 | -- | -- |
| | | 15.0 | 15.0 | -- | |
| | | 14.0 | 14.0 | 18.0 – 23.0 ^g | |
| | | 13.0 | 13.0 | 18.0 – 23.0 ^g | |
| Dust proportion ^f 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | LP-4 | 0.9 – 2.0 | 0.9 – 2.0 | Report only | -- |
| | | 0.6 – 1.3 | 0.6 – 1.3 | | |
| Smoothness | Section 39-1.12 | 3.66-m straightedge and must-grind |

| | | | | | |
|-----------------------|---------|------------|------------|---|---|
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92-1.02(C) and Section 39-1.02D | Section 92-1.02(C) and Section 39-1.02D |
| Asphalt modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |

^aThe Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

^bThe tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

^cThe Engineer reports the average of 3 tests from a single split sample.

^dModify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 60 °C ±3 °C by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 60 °C for a minimum of 2 hours and not more than 3 hours."

^eThe Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^fReport only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

^g Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 680 tonnes or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

39-3.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static mass must be at least 6.8 tonnes.
2. One oscillating type pneumatic-tired roller at least 1.2 m wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 415 kilopascals minimum and maintained so that the air pressure does not vary more than 35 kilopascals.
3. One steel-tired, 2-axle tandem roller. The roller's gross static mass must be at least 6.8 tonnes.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 272 tonnes of OGFC per hour, use at least 3 rollers for each paver. If placing less than 272 tonnes of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 2250 kilograms to 3075 kilograms per linear meter of drum width. Turn the vibrator off.

39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 75-mm thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:

Minimum Atmospheric and Surface Temperatures

| Compacted Layer Thickness, mm | Minimum Atmospheric and Surface Temperatures | | | |
|-------------------------------|--|--------------------------------------|---------------------------|--------------------------------------|
| | Atmospheric, ° F | | Surface, ° F | |
| | Unmodified Asphalt Binder | Modified Asphalt Binder ^a | Unmodified Asphalt Binder | Modified Asphalt Binder ^a |
| < 45 | 12.8 | 10.0 | 15.6 | 12.8 |
| 45 – 75 | 7.2 | 7.2 | 10.0 | 10.0 |

Note:

^a Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:

- 1.1. First coverage of breakdown compaction before the surface temperature drops below 120 °C
- 1.2. Breakdown and intermediate compaction before the surface temperature drops below 95 °C
- 1.3. Finish compaction before the surface temperature drops below 65 °C

2. Modified asphalt binder, complete:

- 2.1. First coverage of breakdown compaction before the surface temperature drops below 115 °C
- 2.2. Breakdown and intermediate compaction before the surface temperature drops below 85 °C
- 2.3. Finish compaction before the surface temperature drops below 60 °C

For RHMA-G:

- 1. Only spread and compact if the atmospheric temperature is at least 12.8 °C and the surface temperature is at least 15.6 °C.
- 2. Complete the first coverage of breakdown compaction before the surface temperature drops below 140 °C.
- 3. Complete breakdown and intermediate compaction before the surface temperature drops below 120 °C.
- 4. Complete finish compaction before the surface temperature drops below 95 °C.
- 5. If the atmospheric temperature is below 21 °C, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

- 1. Only spread and compact if the atmospheric temperature is at least 12.8 °C and the surface temperature is at least 15.6 °C.
- 2. Complete first coverage using 2 rollers before the surface temperature drops below 115 °C.
- 3. Complete all compaction before the surface temperature drops below 95 °C.
- 4. If the atmospheric temperature is below 21 °C, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

- 1. Only spread and compact if the atmospheric temperature is at least 10 °C and the surface temperature is at least 10 °C.
- 2. Complete first coverage using 2 rollers before the surface temperature drops below 115 °C.
- 3. Complete all compaction before the surface temperature drops below 85 °C.
- 4. If the atmospheric temperature is below 21 °C, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

- 1. Only spread and compact if the atmospheric temperature is at least 12.8 °C and surface temperature is at least 15.6 °C.
- 2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 140 °C.
- 3. Complete compaction before the surface temperature drops below 120 °C.

4. If the atmospheric temperature is below 21 °C, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in kilometers per hour must not exceed the vibrations per minute divided by 1,600. If the HMA layer thickness is less than 25 mm, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 45 mm.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 8 kilometers per hour.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

39-4 QUALITY CONTROL / QUALITY ASSURANCE

39-4.01 DESCRIPTION

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

39-4.02 GENERAL

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A subplot is 680 tonnes except HMA paved at day's end greater than 225 tonnes is a subplot. If HMA paved at day's end is less than 225 tonnes, you may either make this quantity a subplot or include it in the previous subplot's test results for statistical evaluation.

39-4.03 CONTRACTOR QUALITY CONTROL

39-4.03A GENERAL

Use a composite quality factor, QF_C , and individual quality factors, QF_{QCi} , to control your process and evaluate quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

Control HMA quality including:

1. Materials
2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection

2. Sampling
3. Testing

39-4.03B QUALITY CONTROL PLAN

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

39-4.03C QUALITY CONTROL INSPECTION, SAMPLING, AND TESTING

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

The minimum random sampling and testing for quality control is:

Minimum Quality Control – QC / QA

| Quality Characteristic | Test Method | Minimum Sampling and Testing Frequency | HMA Type | | | Location of Sampling | Maximum Reporting Time Allowance |
|--|------------------|---|------------------------------|------------------------------|------------------------------|-----------------------------------|----------------------------------|
| | | | A | B | RHMA-G | | |
| Aggregate gradation ^a | CT 202 | 1 per 680 tonnes | JMF ± Tolerance ^b | JMF ± Tolerance ^b | JMF ± Tolerance ^b | CT 125 | 24 hours |
| Asphalt binder content (%) | CT 379 or 382 | | JMF ±0.45 | JMF ±0.45 | JMF ±0.5 | Loose Mix Behind Paver See CT 125 | |
| Percent of maximum theoretical density (%) ^{c, d} | QC Plan | | 92 - 96 | 92 - 96 | 91 - 96 | QC Plan | |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^e | CT 226 or CT 370 | 2 per day during production | -- | -- | -- | Stock-piles or cold feed belts | -- |
| Sand equivalent (min.) ^f | CT 217 | 1 per 680 tonnes | 47 | 42 | 47 | CT 125 | 24 hours |
| HMA moisture content (% max.) | CT 226 or CT 370 | 1 per 2250 tonnes but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | Loose Mix Behind Paver See CT 125 | 24 hours |
| Stabilometer Value (min.) ^{f, h} 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | CT 366 | 1 per 3600 tonnes or 2 per 5 business days, whichever is more | 30 | 30 | -- | | 48 hours |
| | | | 37 | 35 | 23 | | |
| Air voids content (%) ^{f, h} | CT 367 | | 4 ± 2 | 4 ± 2 | Specification ± 2 | | |

| | | | | | | | | |
|---|------------------------|--|--|--|--|---|----------|------------------|
| Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces | CT 205 | As necessary and designated in QCP. At least once per project. | 90 | 25 | -- | CT 125 | 48 hours | |
| Fine aggregate (% min) (Passing 4.75-mm sieve and retained on 2.36-mm sieve.) One fractured face | | | 75 | -- | 90 | | | |
| Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev. | CT 211 | | 12 45 | -- 50 | 12 40 | CT 125 | | |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | | Report only | Report only | Report only | CT 125 | | |
| Flat and elongated particle (% max. by mass @ 5:1) | ASTM D 4791 | | | | | CT 125 | | |
| Voids filled with asphalt (%) ⁱ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-2 | | 76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0 | 76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0 | | LP-2 | | |
| Voids in mineral aggregate (% min.) ⁱ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | LP-3 | | 17.0 15.0 14.0 13.0 | 17.0 15.0 14.0 13.0 | -- -- 18.0 – 23.0 ^j 18.0 – 23.0 ^j | LP-3 | | |
| Dust proportion ¹ 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | LP-4 | | 0.9 – 2.0 0.6 – 1.3 | 0.9 – 2.0 0.6 – 1.3 | Report only | LP-4 | | |
| Smoothness | Section 39-1.12 | | -- | 3.66-m straight-edge, must-grind, and PI ₀ | 3.66-m straight-edge, must-grind, and PI ₀ | 3.66-m straight-edge, must-grind, and PI ₀ | | -- |
| Asphalt rubber binder viscosity @ 177 °C, centipoises | Section 39-1.02D | | -- | -- | -- | 1,500 – 4,000 | | Section 39-1.02D |
| Crumb rubber modifier | Section 39-1.02D | -- | -- | -- | Section 39-1.02D | Section 39-1.02D | 48 hours | |

Notes:

^a Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

^b The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

^c Required for HMA Type A, Type B, and RHMA-G if the total paved thickness is at least 45 mm.

^d Determine maximum theoretical density (California Test 309) at the frequency specified for test maximum density under California Test 375, Part 5 D.

^e For adjusting the plant controller at the HMA plant.

^f Report the average of 3 tests from a single split sample.

^g Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 60 °C ± 3 °C by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 60 °C for a minimum of 2 hours and not more than 3 hours."

^h Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

^j Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor, Q_{FC} , or an individual quality factor, Q_{FCi} for $i = 3, 4, \text{ or } 5$, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, Q_{FCi} for $i = 1 \text{ or } 2$, is below 0.75
3. Quality characteristics for which a quality factor, Q_{FCi} , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

39-4.03D CHARTS AND RECORDS

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt Production and Placement," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at

www.dot.ca.gov/hq/construc/hma/index.htm

39-4.03E RECORDS OF INSPECTION AND TESTING

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.
2. HMA Inspection and Testing Summary. Include in the summary:
 - 2.1. Test forms with the testers' signatures and Quality Control Manager's initials.
 - 2.2. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
 - 2.3. A list and explanation of deviations from the specifications or regular practices.
 - 2.4. A signed statement by the Quality Control Manager that says:

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

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

39-4.03F STATISTICAL EVALUATION

General

Determine a lot's composite quality factor, QF_C , and the individual quality factors, QF_{QC_i} . Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density, QF_{QCS} , for HMA paved in:

1. Areas where the total paved thickness is less than 45 mm
2. Areas where the total paved thickness is less than 60 mm and a 19-mm grading is specified and used
3. Dig outs
4. Leveling courses
5. Detours not part of the finished roadway prism
6. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

Statistical Evaluation Calculations

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications. The number of significant figures used in the calculations must comply with AASHTO R-11, Absolute Method.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean (\bar{X}) of the test values

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

where:

x = individual test values
 n = number of test values

2. Calculate the standard deviation

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

where:

$\sum(x^2)$ = sum of the squares of individual test values
 $(\sum x)^2$ = sum of the individual test values squared
 n = number of test values

3. Calculate the upper quality index (Q_u)

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

where:

USL = target value plus the production tolerance or upper specification limit
 s = standard deviation
 \bar{X} = arithmetic mean

4. Calculate the lower quality index (Q_L);

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

where:

LSL = target value minus production tolerance or lower specification limit
 s = standard deviation
 \bar{X} = arithmetic mean

- From the table, Upper Quality Index Q_U or Lower Quality Index Q_L , of this Section 39-4.03F, "Statistical Evaluation", determine P_U ;

where:

P_U = the estimated percentage of work outside the USL.
 $P_U = 0$, when USL is not specified.

- From the table, Upper Quality Index Q_U or Lower Quality Index Q_L , of this Section 39-4.03F, "Statistical Evaluation," determine P_L ;

where:

P_L = the estimated percentage of work outside the LSL.
 $P_L = 0$, when LSL is not specified.

- Calculate the total estimated percentage of work outside the USL and LSL, percent defective

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

P_U and P_L are determined from:

| P _U or P _L | Upper Quality Index Q _U or Lower Quality Index Q _L | | | | | | | | | | | | |
|--|--|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|------|
| | Sample Size (n) | | | | | | | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10-11 | 12-14 | 15-17 | 18-22 | 23-29 | 30-42 | 43-66 | >66 |
| 0 | 1.72 | 1.88 | 1.99 | 2.07 | 2.13 | 2.20 | 2.28 | 2.34 | 2.39 | 2.44 | 2.48 | 2.51 | 2.56 |
| 1 | 1.64 | 1.75 | 1.82 | 1.88 | 1.91 | 1.96 | 2.01 | 2.04 | 2.07 | 2.09 | 2.12 | 2.14 | 2.16 |
| 2 | 1.58 | 1.66 | 1.72 | 1.75 | 1.78 | 1.81 | 1.84 | 1.87 | 1.89 | 1.91 | 1.93 | 1.94 | 1.95 |
| 3 | 1.52 | 1.59 | 1.63 | 1.66 | 1.68 | 1.71 | 1.73 | 1.75 | 1.76 | 1.78 | 1.79 | 1.80 | 1.81 |
| 4 | 1.47 | 1.52 | 1.56 | 1.58 | 1.60 | 1.62 | 1.64 | 1.65 | 1.66 | 1.67 | 1.68 | 1.69 | 1.70 |
| 5 | 1.42 | 1.47 | 1.49 | 1.51 | 1.52 | 1.54 | 1.55 | 1.56 | 1.57 | 1.58 | 1.59 | 1.59 | 1.60 |
| 6 | 1.38 | 1.41 | 1.43 | 1.45 | 1.46 | 1.47 | 1.48 | 1.49 | 1.50 | 1.50 | 1.51 | 1.51 | 1.52 |
| 7 | 1.33 | 1.36 | 1.38 | 1.39 | 1.40 | 1.41 | 1.41 | 1.42 | 1.43 | 1.43 | 1.44 | 1.44 | 1.44 |
| 8 | 1.29 | 1.31 | 1.33 | 1.33 | 1.34 | 1.35 | 1.35 | 1.36 | 1.36 | 1.37 | 1.37 | 1.37 | 1.38 |
| 9 | 1.25 | 1.27 | 1.28 | 1.28 | 1.29 | 1.29 | 1.30 | 1.30 | 1.30 | 1.31 | 1.31 | 1.31 | 1.31 |
| 10 | 1.21 | 1.23 | 1.23 | 1.24 | 1.24 | 1.24 | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.26 | 1.26 |
| 11 | 1.18 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 |
| 12 | 1.14 | 1.14 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 |
| 13 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.11 | 1.11 | 1.11 | 1.11 | 1.11 | 1.11 | 1.11 |
| 14 | 1.07 | 1.07 | 1.07 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 |
| 15 | 1.03 | 1.03 | 1.03 | 1.03 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 |
| 16 | 1.00 | 0.99 | 0.99 | 0.99 | 0.99 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 |
| 17 | 0.97 | 0.96 | 0.95 | 0.95 | 0.95 | 0.95 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| 18 | 0.93 | 0.92 | 0.92 | 0.92 | 0.91 | 0.91 | 0.91 | 0.91 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| 19 | 0.90 | 0.89 | 0.88 | 0.88 | 0.88 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 |
| 20 | 0.87 | 0.86 | 0.85 | 0.85 | 0.84 | 0.84 | 0.84 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 |
| 21 | 0.84 | 0.82 | 0.82 | 0.81 | 0.81 | 0.81 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.79 |
| 22 | 0.81 | 0.79 | 0.79 | 0.78 | 0.78 | 0.77 | 0.77 | 0.77 | 0.76 | 0.76 | 0.76 | 0.76 | 0.76 |
| 23 | 0.77 | 0.76 | 0.75 | 0.75 | 0.74 | 0.74 | 0.74 | 0.73 | 0.73 | 0.73 | 0.73 | 0.73 | 0.73 |
| 24 | 0.74 | 0.73 | 0.72 | 0.72 | 0.71 | 0.71 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 |
| 25 | 0.71 | 0.70 | 0.69 | 0.69 | 0.68 | 0.68 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.66 |
| 26 | 0.68 | 0.67 | 0.67 | 0.65 | 0.65 | 0.65 | 0.64 | 0.64 | 0.64 | 0.64 | 0.64 | 0.64 | 0.63 |
| 27 | 0.65 | 0.64 | 0.63 | 0.62 | 0.62 | 0.62 | 0.61 | 0.61 | 0.61 | 0.61 | 0.61 | 0.61 | 0.60 |
| 28 | 0.62 | 0.61 | 0.60 | 0.59 | 0.59 | 0.59 | 0.58 | 0.58 | 0.58 | 0.58 | 0.58 | 0.58 | 0.57 |
| 29 | 0.59 | 0.58 | 0.57 | 0.57 | 0.56 | 0.56 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.54 |
| 30 | 0.56 | 0.55 | 0.54 | 0.54 | 0.53 | 0.53 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 |
| 31 | 0.53 | 0.52 | 0.51 | 0.51 | 0.50 | 0.50 | 0.50 | 0.49 | 0.49 | 0.49 | 0.49 | 0.49 | 0.49 |
| 32 | 0.50 | 0.49 | 0.48 | 0.48 | 0.48 | 0.47 | 0.47 | 0.47 | 0.46 | 0.46 | 0.46 | 0.46 | 0.46 |
| 33 | 0.47 | 0.48 | 0.45 | 0.45 | 0.45 | 0.44 | 0.44 | 0.44 | 0.44 | 0.43 | 0.43 | 0.43 | 0.43 |
| 34 | 0.45 | 0.43 | 0.43 | 0.42 | 0.42 | 0.42 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.40 |
| 35 | 0.42 | 0.40 | 0.40 | 0.39 | 0.39 | 0.39 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 36 | 0.39 | 0.38 | 0.37 | 0.37 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 |
| 37 | 0.36 | 0.35 | 0.34 | 0.34 | 0.34 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.32 |
| 38 | 0.33 | 0.32 | 0.32 | 0.31 | 0.31 | 0.31 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 |
| 39 | 0.30 | 0.30 | 0.29 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 |
| 40 | 0.28 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 41 | 0.25 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 42 | 0.23 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 43 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 44 | 0.16 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 45 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 46 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 47 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 48 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 49 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 |
| 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

1. If the value of Q_U or Q_L does not correspond to a value in the table, use the next lower value.
2. If Q_U or Q_L are negative values, P_U or P_L is equal to 100 minus the table value for P_U or P_L.

Quality Factor Determination

Determine individual quality factors, QF_{QC_i} , using percent defective = $P_U + P_L$ and:

| Quality Factor | Quality Factors | | | | | | | | | | | | |
|----------------|---|----|----|----|----|-------|-------|-------|-------|-------|-------|-------|-----|
| | Maximum Allowable Percent Defective ($P_U + P_L$) | | | | | | | | | | | | |
| | Sample Size (n) | | | | | | | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10-11 | 12-14 | 15-17 | 18-22 | 23-29 | 30-42 | 43-66 | >66 |
| 1.05 | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.04 | | | 0 | 1 | 3 | 5 | 4 | 4 | 4 | 3 | 3 | 3 | 3 |
| 1.03 | | 0 | 2 | 4 | 6 | 8 | 7 | 7 | 6 | 5 | 5 | 4 | 4 |
| 1.02 | | 1 | 3 | 6 | 9 | 11 | 10 | 9 | 8 | 7 | 7 | 6 | 6 |
| 1.01 | 0 | 2 | 5 | 8 | 11 | 13 | 12 | 11 | 10 | 9 | 8 | 8 | 7 |
| 1.00 | 22 | 20 | 18 | 17 | 16 | 15 | 14 | 13 | 12 | 11 | 10 | 9 | 8 |
| 0.99 | 24 | 22 | 20 | 19 | 18 | 17 | 16 | 15 | 14 | 13 | 11 | 10 | 9 |
| 0.98 | 26 | 24 | 22 | 21 | 20 | 19 | 18 | 16 | 15 | 14 | 13 | 12 | 10 |
| 0.97 | 28 | 26 | 24 | 23 | 22 | 21 | 19 | 18 | 17 | 16 | 14 | 13 | 12 |
| 0.96 | 30 | 28 | 26 | 25 | 24 | 22 | 21 | 19 | 18 | 17 | 16 | 14 | 13 |
| 0.95 | 32 | 29 | 28 | 26 | 25 | 24 | 22 | 21 | 20 | 18 | 17 | 16 | 14 |
| 0.94 | 33 | 31 | 29 | 28 | 27 | 25 | 24 | 22 | 21 | 20 | 18 | 17 | 15 |
| 0.93 | 35 | 33 | 31 | 29 | 28 | 27 | 25 | 24 | 22 | 21 | 20 | 18 | 16 |
| 0.92 | 37 | 34 | 32 | 31 | 30 | 28 | 27 | 25 | 24 | 22 | 21 | 19 | 18 |
| 0.91 | 38 | 36 | 34 | 32 | 31 | 30 | 28 | 26 | 25 | 24 | 22 | 21 | 19 |
| 0.90 | 39 | 37 | 35 | 34 | 33 | 31 | 29 | 28 | 26 | 25 | 23 | 22 | 20 |
| 0.89 | 41 | 38 | 37 | 35 | 34 | 32 | 31 | 29 | 28 | 26 | 25 | 23 | 21 |
| 0.88 | 42 | 40 | 38 | 36 | 35 | 34 | 32 | 30 | 29 | 27 | 26 | 24 | 22 |
| 0.87 | 43 | 41 | 39 | 38 | 37 | 35 | 33 | 32 | 30 | 29 | 27 | 25 | 23 |
| 0.86 | 45 | 42 | 41 | 39 | 38 | 36 | 34 | 33 | 31 | 30 | 28 | 26 | 24 |
| 0.85 | 46 | 44 | 42 | 40 | 39 | 38 | 36 | 34 | 33 | 31 | 29 | 28 | 25 |
| 0.84 | 47 | 45 | 43 | 42 | 40 | 39 | 37 | 35 | 34 | 32 | 30 | 29 | 27 |
| 0.83 | 49 | 46 | 44 | 43 | 42 | 40 | 38 | 36 | 35 | 33 | 31 | 30 | 28 |
| 0.82 | 50 | 47 | 46 | 44 | 43 | 41 | 39 | 38 | 36 | 34 | 33 | 31 | 29 |
| 0.81 | 51 | 49 | 47 | 45 | 44 | 42 | 41 | 39 | 37 | 36 | 34 | 32 | 30 |
| 0.80 | 52 | 50 | 48 | 46 | 45 | 44 | 42 | 40 | 38 | 37 | 35 | 33 | 31 |
| 0.79 | 54 | 51 | 49 | 48 | 46 | 45 | 43 | 41 | 39 | 38 | 36 | 34 | 32 |
| 0.78 | 55 | 52 | 50 | 49 | 48 | 46 | 44 | 42 | 41 | 39 | 37 | 35 | 33 |
| 0.77 | 56 | 54 | 52 | 50 | 49 | 47 | 45 | 43 | 42 | 40 | 38 | 36 | 34 |
| 0.76 | 57 | 55 | 53 | 51 | 50 | 48 | 46 | 44 | 43 | 41 | 39 | 37 | 35 |
| 0.75 | 58 | 56 | 54 | 52 | 51 | 49 | 47 | 46 | 44 | 42 | 40 | 38 | 36 |
| 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:

- To obtain a quality factor when the estimated percent outside specification limits from table, "Upper Quality Index Q_U or Lower Quality Index Q_L ," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors, QF_C , for a lot using:

$$QF_C = \sum_{i=1}^5 w_i QF_{QC_i}$$

where:

- QF_C = the composite quality factor for the lot rounded to 2 decimal places.
- QF_{QC_i} = the quality factor for the individual quality characteristic.
- w = the weighting factor listed in the table HMA Acceptance – QC / QA.

$i =$ the quality characteristic index number in the table HMA Acceptance – QC / QA.

39-4.04 ENGINEER'S QUALITY ASSURANCE

39-4.04A GENERAL

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

39-4.04B VERIFICATION SAMPLING AND TESTING

General

The Engineer samples:

1. Aggregate to verify gradation
2. HMA to verify asphalt binder content

Verification

For aggregate gradation and asphalt binder content, the ratio of verification testing frequency to the minimum quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control test results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st sublot becomes the 1st sublot ($n = 1$) in the next lot.

The t-value for a group of test data is computed as follows:

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

where:

$n_c =$ Number of quality control tests (2 minimum, 20 maximum).

$n_v =$ Number of verification tests (minimum of 1 required).

$\bar{X}_c =$ Mean of quality control tests.

$\bar{X}_v =$ Mean of verification tests.

$S_p =$ Pooled standard deviation (When $n_v = 1$, $S_p = S_c$).

$S_c =$ Standard deviation of quality control tests.

$S_v =$ Standard deviation of verification tests (when $n_v > 1$).

The comparison of quality control test results and the verification test results is at a level of significance of $\alpha = 0.025$. The Engineer computes t and compares it to the critical t-value, t_{crit} , from:

Critical T-Value

| Degrees of freedom (n_c+n_v-2) | t_{crit} (for $\alpha = 0.025$) | Degrees of freedom (n_c+n_v-2) | t_{crit} (for $\alpha = 0.025$) |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| 1 | 24.452 | 18 | 2.445 |
| 2 | 6.205 | 19 | 2.433 |
| 3 | 4.177 | 20 | 2.423 |
| 4 | 3.495 | 21 | 2.414 |
| 5 | 3.163 | 22 | 2.405 |
| 6 | 2.969 | 23 | 2.398 |
| 7 | 2.841 | 24 | 2.391 |
| 8 | 2.752 | 25 | 2.385 |
| 9 | 2.685 | 26 | 2.379 |
| 10 | 2.634 | 27 | 2.373 |
| 11 | 2.593 | 28 | 2.368 |
| 12 | 2.560 | 29 | 2.364 |
| 13 | 2.533 | 30 | 2.360 |
| 14 | 2.510 | 40 | 2.329 |
| 15 | 2.490 | 60 | 2.299 |
| 16 | 2.473 | 120 | 2.270 |
| 17 | 2.458 | ∞ | 2.241 |

If the t-value computed is less than or equal to t_{crit} , quality control test results are verified.

If the t-value computed is greater than t_{crit} and both \bar{X}_v and \bar{X}_c comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1. $\left| \bar{X}_v - \bar{X}_c \right| \leq 1.0$ percent for any grading
2. $\left| \bar{X}_v - \bar{X}_c \right| \leq 0.1$ percent for asphalt binder content

If the t-value computed is greater than t_{crit} and the $\left| \bar{X}_v - \bar{X}_c \right|$ for grading and asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

39-4.05 ENGINEER'S ACCEPTANCE

39-4.05A TESTING

The Engineer samples for acceptance testing and tests for:

HMA Acceptance – QC / QA

| Index (i) | Quality Characteristic | | | | Weight -ing Factor (w) | Test Method | HMA Type | | |
|-----------|---|----------------|------|------|------------------------|------------------------|--|--|--|
| | | | | | | | A | B | RHMA-G |
| | Aggregate gradation ^a | | | | | CT 202 | JMF ± Tolerance ^c | | |
| | Sieve | 3/4" | 1/2" | 3/8" | | | | | |
| 1 | 12.5-mm | X ^b | -- | -- | 0.05 | | | | |
| 1 | 9.5-mm | -- | X | -- | 0.05 | | | | |
| 1 | 4.75-mm | -- | -- | X | 0.05 | | | | |
| 2 | 2.36-mm | X | X | X | 0.10 | | | | |
| 3 | 0.075-mm | X | X | X | 0.15 | | | | |
| 4 | Asphalt binder content (%) | | | | 0.30 | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 |
| 5 | Percent of maximum theoretical density (%) ^{d,e} | | | | 0.40 | CT 375 | 92 – 96 | 92 – 96 | 91 – 96 |
| | Sand equivalent (min.) ^f | | | | | CT 217 | 47 | 42 | 47 |
| | Stabilometer value (min.) ^{f,g} 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | | | | | CT 366 | 30 37 | 30 35 | -- 23 |
| | Air voids content (%) ^{f,h} | | | | | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 |
| | Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing 4.75-mm sieve and retained on 2.36-mm sieve.) One fractured face | | | | | CT 205 | 90 70 | 25 -- | -- 90 |
| | HMA moisture content (% max.) | | | | | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 |
| | Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev. | | | | | CT 211 | 12 45 | -- 50 | 12 45 |
| | Fine aggregate angularity (% min.) | | | | | AASHTO T 304, Method A | Report only | Report only | Report only |
| | Flat and elongated particle (% max. by mass @ 5:1) | | | | | ASTM D 4791 | Report only | Report only | Report only |
| | Voids in mineral aggregate (% min.) ¹ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | | | | | LP-2 | 17.0 15.0 14.0 13.0 | 17.0 15.0 14.0 13.0 | (Note j) -- -- 18.0 - 23.0 18.0 - 23.0 |
| | Voids filled with asphalt (%) ¹ 4.75-mm grading 9.5-mm grading 12.5-mm grading 19-mm grading | | | | | LP-3 | 76.0 - 80.0 73.0 - 76.0 65.0 - 75.0 65.0 - 75.0 | 76.0 - 80.0 73.0 - 76.0 65.0 - 75.0 65.0 - 75.0 | Report only |

| | | | | | | |
|--|---|--|--------------------|---|---|--|
| | Dust proportion ¹ 4.75-mm and 9.5-mm gradings 12.5-mm and 19-mm gradings | | LP-4 | 0.9 - 2.0 0.6 - 1.3 | 0.9 - 2.0 0.6 - 1.3 | Report only |
| | Smoothness | | Section 39-1.12 | 3.66-m straight- edge, must- grind, and PI ₀ | 3.66-m straight- edge, must- grind, and PI ₀ | 3.66-m straight- edge, must- grind, and PI ₀ |
| | Asphalt binder | | Various | Section 92 | Section 92 | Section 92 |
| | Asphalt rubber binder | | Various | -- | -- | Section 92-1.02(C) and Section 39-1.02D |
| | Asphalt modifier | | Various | -- | -- | Section 39-1.02D |
| | Crumb rubber modifier | | Various | -- | -- | Section 39-1.02D |

Notes:

^a The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

^b "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

^d The Engineer determines percent of maximum theoretical density if the total paved thickness is at least 45 mm under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

^e The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^f The Engineer reports the average of 3 tests from a single split sample.

^g Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 60 °C ± 3 °C by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 60 °C for a minimum of 2 hours and not more than 3 hours."

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

^j Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 cores you take from every 680 tonnes of production or part thereof divided by the maximum theoretical density.

If the total paved thickness is at least 45 mm and any layer is less than 45 mm, the Engineer determines the percent of maximum theoretical density from cores taken from the final layer measured the full depth of the total paved HMA thickness.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, Q_{FC} , or an individual quality factor, Q_{FCi} for $i = 3, 4, \text{ or } 5$, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, Q_{FCi} for $i = 1 \text{ or } 2$, is below 0.75
3. Quality characteristics for which a quality factor, Q_{FCi} , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor, Q_{FCi} , is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.

3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

39-4.05B STATISTICAL EVALUATION, DETERMINATION OF QUALITY FACTORS AND ACCEPTANCE

Statistical Evaluation and Determination of Quality Factors

To determine the individual quality factor, QF_{QC_i} , for any quality factor $i = 1$ through 5 or a lot's composite quality factor, QF_C , for acceptance and payment adjustment, the Engineer uses the evaluation specifications under Section 39-4.03F, "Statistical Evaluation," and:

1. Verified quality control test results for aggregate gradation
2. Verified quality control test results for asphalt binder content
3. The Engineer's test results for percent of maximum theoretical density

Lot Acceptance Based on Quality Factors

The Engineer accepts a lot based on the quality factors determined for aggregate gradation and asphalt binder content, QF_{QC_i} for $i = 1$ through 4, using the total number of verified quality control test result values and the total percent defective ($P_U + P_L$).

The Engineer accepts a lot based on the quality factor determined for maximum theoretical density, QF_{QC_5} , using the total number of test result values from cores and the total percent defective ($P_U + P_L$).

The Engineer calculates the quality factor for the lot, QF_C , which is a composite of weighted individual quality factors, QF_{QC_i} , determined for each quality characteristic in the table "HMA Acceptance – QC / QA" in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor, QF_C , is 0.90 or greater
2. Each individual quality factor, QF_{QC_i} for $i = 3, 4,$ and $5,$ is 0.90 or greater
3. Each individual quality factor, QF_{QC_i} for $i = 1$ and $2,$ is 0.75 or greater

No single quality characteristic test may represent more than the smaller of 680 tonnes or 1 day's production.

Payment Adjustment

If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^n HMA CP * w_i * [QF_{QC_i} * (HMATT - WHMATT_i) + WHMATT_i] - (HMA CP * HMATT)$$

where:

| | |
|---------------|---|
| $PA =$ | Payment adjustment rounded to 2 decimal places. |
| $HMA CP =$ | HMA contract price. |
| $HMATT =$ | HMA total tonnes represented in the lot. |
| $WHMATT_i =$ | Total tonnes of waived quality characteristic HMA. |
| $QF_{QC_i} =$ | Running quality factor for the individual quality characteristic. QF_{QC_i} for $i = 1$ through 4 must be from verified Contractor's QC results. QF_{QC_5} must be determined from the Engineer's results on cores taken for percent of maximum theoretical density determination. |
| $w =$ | Weighting factor listed in the HMA acceptance table. |
| $i =$ | Quality characteristic index number in the HMA acceptance table. |

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st subplot becomes the 1st subplot ($n = 1$) in the next lot. When the 21st sequential subplot becomes the 1st subplot, the previous 20 sequential sublots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 sublots, these sublots must be added to the previous lot for quality factor determination using 21 to 27 sublots.

39-4.05C DISPUTE RESOLUTION

For a lot, if you or the Engineer dispute any quality factor, QF_{QCi} , or verification test result, every subplot in that lot must be retested.

Referee tests must be performed under the specifications for acceptance testing.

Any quality factor, QF_{QCi} , must be determined using the referee tests.

For any quality factor, QF_{QCi} , for $i = 1$ through 5, dispute resolution:

1. If the difference between the quality factors for QF_{QCi} using the referee test result and the disputed test result is less than or equal to 0.01, the original test result is correct.
2. If the difference between the quality factor for QF_{QCi} using the referee test result and the disputed test result is more than 0.01, the quality factor determined from the referee tests supersedes the previously determined quality factor.

39-5 MEASUREMENT AND PAYMENT

39-5.01 MEASUREMENT

The contract item for HMA is measured by mass. The mass of each HMA mixture designated in the Engineer's Estimate must be the combined mixture mass.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under Section 92, "Asphalts," or Section 94, "Asphaltic Emulsions," as the case may be.

If recorded batch mass are printed automatically, the contract item for HMA is measured by using the printed batch mass, provided:

1. Total aggregate and supplemental fine aggregate mass per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch mass must include the supplemental fine aggregate mass.
2. Total asphalt binder mass per batch is printed.
3. Each truckload's zero tolerance mass is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. A copy of the recorded batch mass is certified by a licensed weighmaster and submitted to the Engineer.

The contract item for placing HMA dike is measured by the linear meter along the completed length. The contract item for placing HMA in miscellaneous areas is measured as the in-place compacted area in square meters. In addition to the quantities measured on a linear meter or square meter basis, the HMA for dike and miscellaneous areas are measured by mass.

The contract item for shoulder rumble strips is measured by the station along each shoulder on which the rumble strips are constructed without deductions for gaps between indentations.

The contract item for geosynthetic pavement interlayer is measured by the square meter for the actual pavement area covered.

39-5.02 PAYMENT

The contract prices paid per tonne for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per tonne for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per tonne for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per tonne for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per tonne for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract prices paid per station for rumble strips as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing rumble

In Section 49-1.05 replace the 1st paragraph with:

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

In Section 49-1.05 replace the 7th paragraph with:

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

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

In Section 49-1.07 replace the 2nd paragraph with:

Timber piles shall be fresh-headed and square and when permitted by the Engineer, the heads of the piles may be protected by means of heavy steel or wrought iron rings. During driving operations timber piling shall be restrained from lateral movement at intervals not to exceed 6 m over the length between the driving head and the ground surface. During driving operations, the timber pile shall be kept moving by continuous operation of the hammer. When the blow count exceeds either 2 times the blow count required in 300 mm, or 3 times the blow count required in 75 mm for the nominal resistance as shown on the plans, computed in conformance with the provisions in Section 49-1.08, "Pile Driving Acceptance Criteria," additional aids shall be used to obtain the specified penetration. These aids may include the use of water jets or drilling, where permitted, or the use of a larger hammer employing a heavy ram striking with a low velocity.

Replace Section 49-1.08 with:

49-1.08 PILE DRIVING ACCEPTANCE CRITERIA

Except for piles to be load tested, driven piles shall be driven to a value of not less than the nominal resistance shown on the plans unless otherwise specified in the special provisions or permitted in writing by the Engineer. In addition, when a pile tip elevation is specified, driven piles shall penetrate at least to the specified tip elevation, unless otherwise permitted in writing by the Engineer. Piles to be load tested shall be driven to the specified tip elevation.

When the pile nominal resistance is omitted from the plans or the special provisions, timber piles shall be driven to a nominal resistance of 800 kN, and steel and concrete piles shall be driven to a nominal resistance of 1250 kN.

The nominal resistance for driven piles shall be determined from the following formula in which "R_u" is the nominal resistance in kilonewtons, "E_r" is the manufacturer's rating for joules of energy developed by the hammer at the observed field drop height, and "N" is the number of hammer blows in the last 300 millimeters. (maximum value to be used for N is 100):

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

In Section 49-2.03 replace the 1st paragraph with:

When preservative treatment of timber piles is required by the plans or specified in the special provisions, the treatment shall conform to the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and the applicable AWP Use Category.

In Section 49-2.04 replace the 1st paragraph with:

- A. An application of wood preservative conforming to the provisions in Section 58-1.04, "Wood Preservative for Manual Treatment," shall first be applied to the head of the pile and a protective cap shall then be built up by applying alternate layers of loosely woven fabric and hot asphalt or tar similar to membrane waterproofing, using 3 layers of asphalt or tar and 2 layers of fabric. The fabric shall measure at least 150 mm more in each direction than the diameter of the pile and shall be turned down over the pile and the edges secured by binding with 2 turns of No.

10 galvanized wire. The fabric shall be wired in advance of the application of the final layer of asphalt or tar, which shall extend down over the wiring.

- B. The sawed surface shall be covered with 3 applications of a hot mixture of 60 percent creosote and 40 percent roofing pitch, or thoroughly brushcoated with 3 applications of hot creosote and covered with hot roofing pitch. A covering of 3.50-mm nominal thickness galvanized steel sheet shall be placed over the coating and bent down over the sides of each pile to shed water.

In Section 49-3.01 the 5th paragraph is deleted

In Section 49-3.01 replace the 6th and 7th paragraphs with:

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

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

In Section 49-4.01 replace the 1st and 2nd paragraphs with:

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

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

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

In Section 49-4.03 replace the 4th paragraph with:

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

In Section 49-4.04 replace the 1st and 2nd paragraphs with:

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

In Section 49-4.05 replace the 1st paragraph with:

After being driven and prior to placing reinforcement and concrete therein, the steel shells shall be examined for collapse or reduced diameter at any point. Any shell which is improperly driven or broken or shows partial collapse to such an extent as to materially decrease its nominal resistance will be rejected. Rejected shells shall be removed and replaced, or a new shell shall be driven adjacent to the rejected shell. Rejected shells which cannot be removed shall be filled with concrete by the Contractor at the Contractor's expense. When a new shell is driven to replace a rejected shell, the Contractor, at the Contractor's expense, shall enlarge the footing as determined necessary by the Engineer.

In Section 49-4.05 replace the 3rd paragraph with:

Steel pipe piles shall conform to the following requirements:

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

In Section 49-6.01 replace the 1st paragraph with:

The length of timber, steel, and precast prestressed concrete piles, and of cast-in-place concrete piles consisting of driven shells filled with concrete, shall be measured along the longest side, from the tip elevation shown on the plans to the plane of pile cut-off.

In Section 49-6.02 replace the 3rd paragraph with:

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

In Section 49-6.02 replace the 7th paragraph with:

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

In Section 49-6.02 replace the 9th paragraph with:

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

In Section 49-6.02, add:

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

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

When pile tips are revised by the Engineer for timber, steel, and precast prestressed concrete piles, and for cast-in-place concrete piles consisting of driven shells filled with concrete, the additional length required, including all materials, equipment, and labor for furnishing, splicing, and installing the piling, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

All remedial work required to achieve the required nominal resistance, including suspending driving operations above the required tip elevation and re-driving piles at a later time, when directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.

Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.

Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.

The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.

Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.

When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.

Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.

When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.

Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.

After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.

Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

In Section 50-1.07 replace the 2nd paragraph with:

Ducts shall be fabricated with either welded or interlocked seams. Galvanizing of the welded seam will not be required. Ducts shall have sufficient strength to maintain their correct alignment during placing of concrete. Joints between sections of duct shall be positive metallic connections which do not result in angle changes at the joints. Waterproof tape shall be used at the connections. Ducts shall be bent without crimping or flattening. Transition couplings connecting the ducts to anchoring devices shall be either ferrous metal or polyolefin. Ferrous metal transition couplings need not be galvanized.

In Section 50-1.07 replace the 7th paragraph with:

All ducts with a total length of 120 m or more shall be vented. Vents shall be placed at intervals of not more than 120 m and shall be located within 2 m of every high point in the duct profile. Vents shall be 12 mm minimum diameter standard pipe or suitable plastic pipe. Connections to ducts shall be made with metallic or plastic structural fasteners. Plastic components, if selected, shall not react with the concrete or enhance corrosion of the prestressing steel and shall be free of water soluble chlorides. The vents shall be mortar tight, taped as necessary, and shall provide means for injection of grout

through the vents and for sealing the vents. Ends of vents shall be removed 25 mm below the roadway surface after grouting has been completed.

In Section 50-1.08 replace the 6th paragraph with:

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

$$T_o = T_x e^{(\mu\alpha + KL)}$$

Where:

T_o = steel stress at jacking end

T_x = steel stress at any point x

e = base of Napierian logarithms

μ = friction curvature coefficient

α = total angular change of prestressing steel profile in radians from jacking end to point x

K = friction wobble coefficient (=0.00066/m)

L = length of prestressing steel from jacking end to point x

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

* With the use of lubrication

In Section 50-1.08 in the 11th paragraph, replace item 2 with:

- When the concrete is designated by class or cementitious material content, either the concrete compressive strength shall have reached the strength shown on the plans at the time of stressing or at least 28 days shall have elapsed since the last concrete to be prestressed has been placed, whichever occurs first.

In Section 50-1.08 replace the 13th and 14th paragraphs with:

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

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

In Section 50-1.09 replace the 2nd and 3rd paragraphs with:

Grout shall consist of cement and water and may contain an admixture if approved by the Engineer. Cement shall conform to the provisions in Section 90-2.01A, "Cement."

In Section 51-1.06A replace the 2nd paragraph with:

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

In Section 51-1.06A replace the 7th paragraph with:

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

In Section 51-1.06A, add:

If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.

For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

In Section 51-1.06A(1) replace the 1st paragraph with:

The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m² for the combined live and dead load regardless of slab thickness.

In Section 51-1.06A(1) replace the 8th paragraph with:

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

In Section 51-1.06B replace the 3rd paragraph with:

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

In Section 51-1.06B, add:

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

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

In Section 51-1.06C, add:

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

In Section 51-1.09 replace the 6th paragraph with:

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

In Section 51-1.11 replace the 6th paragraph with:

Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations."

In Section 51-1.12D replace the 4th paragraph with:

Expanded polystyrene shall be a commercially available polystyrene board. Expanded polystyrene shall have a minimum flexural strength of 240 kPa determined in conformance with the requirements in ASTM Designation: C 203 and a compressive yield strength of between 110 and 275 kPa at 5 percent compression. Surfaces of expanded polystyrene against which concrete is placed shall be faced with hardboard. Hardboard shall be 3 mm minimum thickness, conforming to ANSI A135.4, any class. Other facing materials may be used provided they furnish equivalent protection. Boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.

In Section 51-1.12F, add:

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

In Section 51-1.12F replace the 1st and 2nd paragraphs with:

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

Type A and AL joint seals shall consist of a groove in the concrete that is filled with field-mixed silicone sealant.

In Section 51-1.12F replace the 4th and 5th paragraphs with:

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

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

| Movement Rating (MR) | Seal Type |
|----------------------|---|
| MR ≤ 25 mm | Type A or Type B |
| 25 mm < MR ≤ 50 mm | Type B |
| 50 mm < MR ≤ 100 mm | Joint Seal Assembly (Strip Seal) |
| MR > 100 mm | Joint Seal Assembly (Modular Unit) or Seismic Joint |

In Section 51-1.12F(3)(a) replace the 1st and 2nd paragraphs with:

The sealant must consist of a 2-component silicone sealant that will withstand up to ±50 percent movement. Silicone sealants must be tested under California Test 435 and must comply with the following:

| Specification | Requirement |
|---|---|
| Modulus at 150 percent elongation | 35–520 kPa |
| Recovery | 17 mm max. |
| Notch Test | Notched or loss of bond 6 mm, max. |
| Water Resistance | Notched or loss of bond 6 mm, max. |
| Ultraviolet Exposure ASTM Designation: G 154, Table X2.1, Cycle 2. | No more than slight checking or cracking. |
| Cone Penetration | 4.5-12.0 mm |

In Section 51-1.12F(3)(a) delete the 3rd and 8th paragraphs.

In Section 51-1.12F(3)(a) replace the 10th paragraph with:

A Certificate of Compliance accompanied by a certified test report must be furnished for each batch of silicone sealant in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

In Section 51-1.12F(3)(b) replace the 2nd paragraph with:

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

1. The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.
2. The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.
4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 18 m length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.
9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 80 mm with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

In Section 51-1.12F(3)(b) replace the 7th paragraph with:

The joint seal must be installed full length for each joint with equipment that does not twist or distort the seal, elongate the seal longitudinally, or otherwise cause damage to the seal or to the concrete forming the groove.

Replace Section 51-1.12F(3)(c), with:

(c) Joint Seal Assemblies and Seismic Joints

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

In Section 51-1.12H(1) replace the 8th paragraph with:

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

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

In Section 51-1.12H(1) in the 9th paragraph replace the table, with:

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

In Section 51-1.12H(2) replace the 1st paragraph with:

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

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

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

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

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

In Section 51-1.135 replace the 1st paragraph with:

Mortar shall be composed of cementitious material, sand, and water proportioned and mixed as specified in this Section 51-1.135.

In Section 51-1.135 replace the 3rd paragraph with:

The proportion of cementitious material to sand, measured by volume, shall be 1:2 unless otherwise specified.

In Section 51-1.14 replace the 4th paragraph with:

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

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

In Section 51-1.17 in 4th paragraph, replace the 1st sentence with:

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

In Section 51-1.17 delete the 7th paragraph

In Section 51-1.17 delete the 13th paragraph

In Section 51-1.17 delete the 14th paragraph

Add Section:

51-1.17A DECK CRACK TREATMENT

The Contractor shall use all means necessary to minimize the development of shrinkage cracks.

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 50 square meter portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 5 m of cracks whose width at any location exceeds 0.5 mm, the deck shall be treated with methacrylate resin. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 1.5 m beyond the furthest single continuous crack outside the 50 square meter portion, measured from where that crack exceeds 0.5 mm in width, as determined by the Engineer.

Deck crack treatment shall include furnishing, testing, and application of methacrylate resin and sand. If grinding is required, deck treatment shall take place before grinding.

51-1.17A(1) Submittals

Before starting deck treatment, the Contractor shall submit plans in conformance with Section 5-1.02, "Plans and Working Drawings," for the following:

1. Public safety plan for the use of methacrylate resin
2. Placement plan for the construction operation

The plans shall identify materials, equipment, and methods to be used.

The public safety plan for the use of methacrylate resin shall include details for the following:

1. Shipping
2. Storage
3. Handling
4. Disposal of residual methacrylate resin and the containers

The placement plan for construction shall include the following:

1. Schedule of deck treatment for each bridge. The schedule shall be consistent with "Maintaining Traffic," of the special provisions and shall include time for the Engineer to perform California Test 342.
2. Methods and materials to be used, including the following:
 - 2.1. Description of equipment for applying the resin
 - 2.2. Description of equipment for applying the sand
 - 2.3. Gel time range and final cure time for the resin

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of methacrylate resin, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

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

51-1.17A(2) Materials

Before using methacrylate resin, a Material Safety Data Sheet shall be submitted for each shipment of resin.

Methacrylate resin shall be low odor and have a high molecular weight. Before adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

| PROPERTY | REQUIREMENT | TEST METHOD |
|--|--|---|
| * Viscosity | 0.025 Pa·s, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 25°C | ASTM D 2196 |
| * Specific Gravity | 0.90 minimum, at 25°C | ASTM D 1475 |
| * Flash Point | 82°C, minimum | ASTM D 3278 |
| * Vapor Pressure | 1.0 mm Hg, maximum, at 25°C | ASTM D 323 |
| Tack-free Time | 400 minutes, maximum, at 25°C | Specimen prepared per California Test 551 |
| PCC Saturated Surface-Dry Bond Strength | 3.5 MPa, minimum at 24 hours and 21±1°C | California Test 551 |
| * Test shall be performed before adding initiator. | | |

51-1.17A(3) Testing

The Contractor shall allow 20 days for sampling and testing by the Engineer of the methacrylate resin before proposed use. If bulk resin is to be used, the Contractor shall notify the Engineer in writing at least 15 days before the delivery of the bulk resin to the job site. Bulk resin is any resin stored in containers in excess of 209 liters.

Before starting production treatment, the Contractor shall treat a test area of approximately 50 square meters that is within the project limits and at a location approved by the Engineer. When available the test area shall be outside of the traveled way. Weather and pavement conditions during the test treatment shall be similar to those expected on the deck. Equipment used for testing shall be similar to those used for deck treating operations.

During test and production deck treatment, test tiles shall be used to evaluate the resin cure time. The Contractor shall coat at least one 102 mm x 102 mm commercial quality smooth glazed tile for each batch of methacrylate resin. The coated tile shall be placed adjacent to the corresponding treated area. Sand shall not be applied to the test tiles.

The acceptance criteria for a treated area is as follows:

1. The test tiles are dry to the touch.
2. The treated deck surface is tack free (non-oily).
3. The sand cover adheres and resists brushing by hand.
4. Excess sand has been removed by vacuuming or sweeping.
5. The coefficient of friction is at least 0.35 when tested in conformance with California Test 342.

If a test or production area fails to meet the acceptance criteria, as determined by the Engineer, the treatment will be rejected, and the treatment shall be removed and replaced until the area complies with the acceptance criteria.

51-1.17A(4) Construction

Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.

Before deck treatment with methacrylate resin, the bridge deck surface shall be cleaned by abrasive blasting, and all loose material shall be blown from visible cracks using high-pressure air. Concrete curing seals shall be cleaned from the deck surface to be treated, and the deck shall be dry when blast cleaning is performed. If the deck surface becomes contaminated at any time before placing the resin, the deck surface shall be cleaned by abrasive blasting.

Where abrasive blasting is being performed within 3 m of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

A compatible promoter/initiator system shall be capable of providing the resin gel time range shown on the placement plan. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application.

Resin shall be applied by machine and by using a two-part resin system with a promoted resin for one part and an initiated resin for the other part. This two-part resin system shall be combined at equal volumes to the spray bars through separate positive displacement pumps. Combining of the 2 components shall be by either static in-line mixers or by external

SECTION 52 REINFORCEMENT

(Issued 12-07-07)

In Section 52-1.02A replace the 1st paragraph with:

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

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

In Section 52-1.04 replace the 3rd paragraph with:

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively.

In Section 52-1.06 replace the 3rd paragraph with:

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

In Section 52-1.07 in the 3rd paragraph, delete item C

In Section 52-1.07 replace the 11th paragraph with:

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

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

Replace Section 52-1.08 with:

52-1.08 SPLICING

Splices of reinforcing bars shall consist of lap splices, service splices, or ultimate butt splices.

Splicing of reinforcing bars will not be permitted at a location designated on the plans as a "No-Splice Zone." At the option of the Contractor, reinforcing bars may be continuous at locations where splices are shown on the plans. The location of splices, except where shown on the plans, shall be determined by the Contractor using available commercial lengths where practicable.

Unless otherwise shown on the plans, splices in adjacent reinforcing bars at any particular section shall be staggered. The minimum distance between staggered lap splices or mechanical lap splices shall be the same as the length required for a lap splice in the largest bar. The minimum distance between staggered butt splices shall be 600 mm, measured between the midpoints of the splices along a line which is centered between the axes of the adjacent bars.

52-1.08A Lap Splicing Requirements

Splices made by lapping shall consist of placing reinforcing bars in contact and wiring them together, maintaining the alignment of the bars and the minimum clearances. Should the Contractor elect to use a butt welded or mechanical splice at a location not designated on the plans as requiring a service or ultimate butt splice, this splice shall conform to the testing requirements for service splice.

Reinforcing bars shall not be spliced by lapping at locations where the concrete section is not sufficient to provide a minimum clear distance of 50 mm between the splice and the nearest adjacent bar. The clearance to the surface of the concrete specified in Section 52-1.07, "Placing," shall not be reduced.

Reinforcing bars Nos. 43 and 57 shall not be spliced by lapping.

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

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

Splices in bundled bars shall conform to the following:

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

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

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

52-1.08B Service Splicing and Ultimate Butt Splicing Requirements

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

52-1.08B(1) Mechanical Splices

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

When tested in conformance with the requirements in California Test 670, the total slip shall not exceed the values listed in the following table:

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

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

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

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

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

- A. The type or series identification of the splice material including tracking information for traceability.
- B. The bar grade and size number to be spliced.
- C. A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
- D. A statement that the splicing systems and materials used in conformance with the manufacturer's installation procedures will develop the required tensile strengths, based on the nominal bar area, and will conform to the total slip requirements and the other requirements in these specifications.
- E. A statement that the splice material conforms to the type of mechanical splice in the Department's current prequalified list.

52-1.08B(2) Butt Welded Splices

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

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

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

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

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

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

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

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

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

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

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

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

52-1.08B(3) Resistance Butt Welds

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

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

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

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

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

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

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

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

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

Prequalification and production sample splices and testing shall conform to California Test 670 and these specifications.

The Contractor shall ensure that sample splices are properly secured and transported to the testing laboratory in such a manner that no alterations to the physical conditions occur during transportation. Sample splices shall be tested in the same condition as received. No modifications to the sample splices shall be made before testing.

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

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

Whenever a lot of splices is rejected, the rejected lot and subsequent lots of splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for preventing similar

failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. In the event the Engineer fails to provide notification within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in providing notification, the Contractor will be compensated for any resulting loss, and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

52-1.08C(1) Splice Prequalification Report

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

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

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

The QCM shall review and approve the Splice Prequalification Report before submitting it to the Engineer for approval. The Contractor shall allow 2 weeks for the review and approval of a complete report before performing any service splicing or ultimate butt splicing in the work. In the event the Engineer fails to complete the review within the time allowed, and in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

52-1.08C(2) Service Splice Test Criteria

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

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

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

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

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

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

If 3 or more sample splices from a production test conform to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable.

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

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

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

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

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

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

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

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

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

A minimum of 1 control bar shall be removed from the same bar as, and adjacent to, all ultimate prequalification, production, and quality assurance sample splices. The lengths of control bars shall conform to the lengths specified for sample splices in California Test 670. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

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

The portion of hoop reinforcing bar, removed to obtain a sample splice and control bar, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in Section 52-1.08C(1), "Splice Prequalification Report," or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in any "No Splice Zone" shown on the plans.

Ultimate production and quality assurance sample splices shall rupture in the reinforcing bar either: 1) outside of the affected zone or 2) within the affected zone, provided that the sample splice has achieved at least 95 percent of the ultimate tensile strength of the control bar associated with the sample splice. In addition, necking of the bar, as defined in California Test 670, shall occur at rupture regardless of whether the bar breaks inside or outside the affected zone.

The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice.

The ultimate tensile strength shall be determined for all control bars by tensile testing the bars to rupture, regardless of where each sample splice ruptures. If 2 control bars are tested for one sample splice, the bar with the lower ultimate tensile strength shall be considered the control bar.

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

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of testing 4 sets of sample splices and control bars removed from each lot of completed splices, except when quality assurance tests are performed.

After the splices in a lot have been completed, and the bars have been epoxy-coated when required, the QCM shall notify the Engineer in writing that the splices in this lot conform to the specifications and are ready for testing. Except for hoops, sample splices will be selected by the Engineer at the job site. Sample splices for hoops will be selected by the Engineer either at the job site or a fabrication facility.

After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. The Contractor shall select the adjacent control bar for each sample splice bar, and the Engineer will place tamper-proof markings or seals on them. These ultimate production sample splices and control bars shall be removed by the Contractor, and tested by an independent qualified testing laboratory.

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

A sample splice or control bar from any set will be rejected if a tamper-proof marking or seal is disturbed before testing.

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

Before performing any tensile tests on production test sample splices, one of the 4 sample splices shall be tested for, and shall conform to, the requirements for total slip. Should this sample splice not meet these requirements, one retest, in which

the 3 remaining sample splices are tested for total slip, will be allowed. Should any of the 3 remaining sample splices not conform to these requirements, all splices in the lot represented by this production test will be rejected.

If 3 or more sample splices from a production test conform to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable.

Should only 2 sample splices from a production test conform to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," one additional production test shall be performed on the same lot of splices. Should any of the 4 sample splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.

If only one sample splice from a production test conforms to the provisions in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," all splices in the lot represented by this production test will be rejected.

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

Production tests will not be required on repaired splices from a lot, regardless of the type of prequalified ultimate mechanical butt splice used to make the repair. However, should an additional production test be required, the Engineer may select any repaired splice for the additional production test.

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

For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 subsequent production tests, or portion thereof, the Contractor shall concurrently prepare 4 additional ultimate quality assurance sample splices along with associated control bars.

Each time 4 additional ultimate quality assurance sample splices are prepared, 2 of these quality assurance sample splice and associated control bar sets and 2 of the production sample splice and associated control bar sets, together, shall conform to the requirements for ultimate production sample splices in Section 52-1.08C(3)(a), "Production Test Requirements for Ultimate Butt Splices."

The 2 remaining quality assurance sample splice and associated control bar sets, along with the 2 remaining production sample splice and associated control bar sets shall be shipped to the Transportation Laboratory for quality assurance testing. The 4 sets shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 sets will not be tested.

Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in Section 52-1.08C(3)(a), "Production Test Requirements for Ultimate Butt Splices."

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

When the specifications allow for welded sample splices to be taken from other than the completed lot of splices, the Contractor shall meet the following additional requirements.

Except for resistance butt welded splices, radiographic examinations shall be performed on 25 percent of all complete joint penetration butt welded splices from a production lot. The size of a production lot will be a maximum of 150 splices. The Engineer will select the splices which will compose the production lot and also the splices within each production lot to be radiographically examined.

All required radiographic examinations of complete joint penetration butt welded splices shall be performed by the Contractor in conformance with the requirements in AWS D 1.4 and these specifications.

Before radiographic examination, welds shall conform to the requirements in Section 4.4, "Quality of Welds," of AWS D 1.4.

Should more than 12 percent of the splices which have been radiographically examined in any production lot be defective, an additional 25 percent of the splices, selected by the Engineer from the same production lot, shall be radiographically examined. Should more than 12 percent of the cumulative total of splices tested from the same production lot be defective, all remaining splices in the lot shall be radiographically examined.

Additional radiographic examinations performed due to the identification of defective splices shall be at the Contractor's expense.

All defects shall be repaired in conformance with the requirements in AWS D 1.4.

The Contractor shall notify the Engineer in writing 48 hours before performing any radiographic examinations.

The radiographic procedure used shall conform to the requirements in AWS D1.1, AWS D1.4, and the following:

- A. Two exposures shall be made for each complete joint penetration butt welded splice. For each of the 2 exposures, the radiation source shall be centered on each bar to be radiographed. The first exposure shall be made with the radiation source placed at zero degrees from the top of the weld and perpendicular to the weld root and identified with a station mark of "0." The second exposure shall be at 90 degrees to the "0" station mark and shall be identified with a station mark of "90." When obstructions prevent a 90 degree placement of the radiation source for the second

- exposure, and when approved in writing by the Engineer, the source may be rotated, around the centerline of the reinforcing bar, a maximum of 25 degrees.
- B. For field produced complete joint penetration butt welds, no more than one weld shall be radiographed during one exposure. For shop produced complete joint penetration butt welds, if more than one weld is to be radiographed during one exposure, the angle between the root line of each weld and the direction to the radiation source shall be not less than 65 degrees.
 - C. Radiographs shall be made by either X-ray or gamma ray. Radiographs made by X-ray or gamma rays shall have densities of not less than 2.3 nor more than 3.5 in the area of interest. A tolerance of 0.05 in density is allowed for densitometer variations. Gamma rays shall be from the iridium 192 isotope and the emitting specimen shall not exceed 4.45 mm in the greatest diagonal dimension.
 - D. The radiographic film shall be placed perpendicular to the radiation source at all times; parallel to the root line of the weld unless source placement determines that the film must be turned; and as close to the root of the weld as possible.
 - E. The minimum source to film distance shall be maintained so as to ensure that all radiographs maintain a maximum geometric unsharpness of 0.020 at all times, regardless of the size of the reinforcing bars.
 - F. Penetrators shall be placed on the source side of the bar and perpendicular to the radiation source at all times. One penetrator shall be placed in the center of each bar to be radiographed, perpendicular to the weld root, and adjacent to the weld. Penetrator images shall not appear in the weld area.
 - G. When radiography of more than one weld is being performed per exposure, each exposure shall have a minimum of one penetrator per bar, or 3 penetrators per exposure. When 3 penetrators per exposure are used, one penetrator shall be placed on each of the 2 outermost bars of the exposure, and the remaining penetrator shall be placed on a centrally located bar.
 - H. An allowable weld buildup of 4 mm may be added to the total material thickness when determining the proper penetrator selection. No image quality indicator equivalency will be accepted. Wire penetrators or penetrator blocks shall not be used.
 - I. Penetrators shall be sufficiently shimmed using a radiographically identical material. Penetrator image densities shall be a minimum of 2.0 and a maximum of 3.6.
 - J. Radiographic film shall be Class 1, regardless of the size of reinforcing bars.
 - K. Radiographs shall be free of film artifacts and processing defects, including, but not limited to, streaks, scratches, pressure marks or marks made for the purpose of identifying film or welding indications.
 - L. Each splice shall be clearly identified on each radiograph and the radiograph identification and marking system shall be established between the Contractor and the Engineer before radiographic inspection begins. Film shall be identified by lead numbers only; etching, flashing or writing in identifications of any type will not be permitted. Each piece of film identification information shall be legible and shall include, as a minimum, the following information: Contractor's name, date, name of nondestructive testing firm, initials of radiographer, contract number, part number and weld number. The letter "R" and repair number shall be placed directly after the weld number to designate a radiograph of a repaired weld.
 - M. Radiographic film shall be developed within a time range of one minute less to one minute more than the film manufacturer's recommended maximum development time. Sight development will not be allowed.
 - N. Processing chemistry shall be done with a consistent mixture and quality, and processing rinses and tanks shall be clean to ensure proper results. Records of all developing processes and any chemical changes to the developing processes shall be kept and furnished to the Engineer upon request. The Engineer may request, at any time, that a sheet of unexposed film be processed in the presence of the Engineer to verify processing chemical and rinse quality.
 - O. The results of all radiographic interpretations shall be recorded on a signed certification and a copy kept with the film packet.
 - P. Technique sheets prepared in conformance with the requirements in ASME Boiler and Pressure Vessels Code, Section V, Article 2 Section T-291 shall also contain the developer temperature, developing time, fixing duration and all rinse times.

52-1.08D Reporting Test Results

A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each test: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, length of test specimen, physical condition of test sample splice and any associated control bar, any notable defects, total measured slip, ultimate tensile strength of each splice, and for ultimate butt splices, limits of affected zone, location of visible necking area, ultimate tensile strength and 95 percent of this ultimate tensile

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

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

Structural Steel Materials

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

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

- a Grades that may be substituted for the equivalent ASTM Designation: A 709 steel, at the Contractor's option, subject to the modifications and additions specified and to the requirements of A 709.
- b Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

In Section 55-2.02 in the 1st paragraph, replace the 1st sentence with:

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

In Section 55-3.05 replace the 1st paragraph with:

Surfaces of bearing and base plates and other metal surfaces that are to come in contact with each other or with ground concrete surfaces or with asbestos sheet packing shall be flat to within one mm tolerance in 305 mm and to within 2 mm tolerance overall. Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with preformed fabric pads, elastomeric bearing pads, or mortar shall be flat to within 3 mm tolerance in 305 mm and to within 5 mm tolerance overall.

In Section 55-3.14, after the 9th paragraph add:

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

In Section 55-3.17 replace the 2nd paragraph with:

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

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

Replace Section 56-1.02F with:

56-1.02F Steel Walkway Gratings

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

- A. Gratings shall be the standard product of an established grating manufacturer.
- B. Material for gratings shall be structural steel conforming to the requirements in ASTM Designation: A 1011/A 1011M, Designation CS, Type B.
- C. For welded type gratings, each joint shall be full resistance welded under pressure, to provide a sound, completely beaded joint.
- D. For mechanically locked gratings, the method of fabrication and interlocking of the members shall be approved by the Engineer, and the fabricated grating shall be equal in strength to the welded type.
- E. Gratings shall be accurately fabricated and free from warps, twists, or other defects affecting their appearance or serviceability. Ends of all rectangular panels shall be square. The tops of the bearing bars and cross members shall be in the same plane. Gratings distorted by the galvanizing process shall be straightened.

In Section 56-1.03 replace the 5th through the 13th paragraphs with:

Clips, eyes, or removable brackets shall be affixed to all signs and all posts and shall be used to secure the sign during shipping and for lifting and moving during erection as necessary to prevent damage to the finished galvanized or painted surfaces. Brackets on tubular sign structures shall be removed after erection. Details of the devices shall be shown on the working drawings.

High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer, and direct tension indicator shall be used.

High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.

Nuts for high-strength bolts designated as snug-tight shall not be lubricated.

An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.

For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.

Sign structures shall be fabricated into the largest practical sections prior to galvanizing.

Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.

Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.

In Section 56-1.03 after the 13th paragraph add:

Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

In Section 56-1.10 replace the 4th paragraph with:

The contract price paid per kilogram for install sign structure of the type or types designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing sign structures, complete in place, including installing anchor bolt assemblies, removable sign panel frames, and sign panels and performing any welding, painting or galvanizing required during installation, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

In Section 75-1.02 in the 10th paragraph, replace the table with:

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

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

In Section 75-1.03 replace the 2nd paragraph with:

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

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

In Section 75-1.03 replace the 7th paragraph with:

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

In Section 75-1.03 replace the 13th paragraph with:

Concrete anchorage devices shall be mechanical expansion or resin capsule types installed in drilled holes or cast-in-place insert types. The anchorage devices shall be selected from the Department's Pre-Qualified Products List at:

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

The anchorage devices shall be a complete system, including threaded studs, hex nuts, and cut washers. Thread dimensions for externally threaded concrete anchorage devices prior to zinc coating, shall conform to the requirements in ANSI Standard: B1.1 having Class 2A tolerances or ANSI Standard: B1.13M having Grade 6g tolerances. Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM A 563.

In Section 75-1.03 replace the 18th paragraph with:

Mechanical expansion anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.90 mm:

| Stud Diameter (millimeters) | Sustained Tension Test Load (kilonewtons) |
|--------------------------------|--|
| *18.01-21.00 | 22.2 |
| 15.01-18.00 | 18.2 |
| 12.01-15.00 | 14.2 |
| 9.01-12.00 | 9.34 |
| 6.00-9.00 | 4.23 |

* Maximum stud diameter permitted for mechanical expansion anchors.

Resin capsule anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.25 mm:

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

At least 25 days before use, the Contractor shall submit one sample of each resin capsule anchor per lot to the Transportation Laboratory for testing. A lot of resin capsule anchors is 100 units, or fraction thereof, of the same brand and product name.

In Section 75-1.03 in the 19th paragraph, replace the table with:

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

In Section 75-1.03, replace the 20th paragraph with:

The Pre-Qualified Products List for concrete anchorage devices has been developed from data previously furnished by suppliers or manufacturers for each type and size. Approval of additional anchorage device types and sizes is contingent upon the Contractor submitting to the Engineer one sample of each type of concrete anchorage device, manufacturer's installation instructions, and certified results of tests, either by a private testing laboratory or the manufacturer, indicating compliance with the above requirements.

In Section 75-1.03 in the 22nd paragraph, replace the table with:

Installation Torque Values, (newton meters)

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

In Section 75-1.03, replace the 24th paragraph with:

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

In Section 75-1.035 replace the 3rd paragraph with:

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

In Section 75-1.035 replace the 12th paragraph with:

Concrete for filling cable drum units shall conform to the provisions in Section 90-10, "Minor Concrete," or at the option of the Contractor, may be a mix with 9.5 mm maximum size aggregate and not less than 400 kilograms of cementitious material per cubic meter.

In Section 83-1.02B replace the 11th paragraph with:

After fabrication, wood posts and blocks shall be pressure treated in conformance with Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWWA Use Category System: UC4A, Commodity Specification A.

In Section 83-1.02B replace the 12th paragraph with:

If copper naphthenate, ammoniacal copper arsenate, chromated copper arsenate, ammoniacal copper zinc arsenate, ammoniacal copper quat or copper azole is used to treat the wood posts and blocks, the bolt holes shall be treated as follows:

- A. Before the bolts are inserted, bolt holes shall be filled with a grease, recommended by the manufacturer for corrosion protection, which will not melt or run at a temperature of 65°C.

In Section 83-1.02B replace the 24th paragraph with:

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

1. An end anchor assembly (Type SFT) for metal beam guard railing shall consist of an anchor cable, an anchor plate, a wood post, a steel foundation tube, a steel soil plate and hardware.
2. An end anchor assembly (Type CA) for metal beam guard railing shall consist of an anchor cable, an anchor plate, a single anchor rod or double anchor rods, hardware and one concrete anchor.
3. A rail tensioning assembly for metal beam guard railing shall consist of an anchor cable, an anchor plate, and hardware.
4. The anchor plate, metal plates, steel foundation tubes and steel soil plate shall be fabricated of steel conforming to the requirements in ASTM Designation: A 36/A 36M.
5. The anchor rods shall be fabricated of steel conforming to the requirements in ASTM Designation: A 36/A 36M, A 441 or A 572, or ASTM Designation: A 576, Grades 1018, 1019, 1021 or 1026. The eyes shall be hot forged or formed with full penetration welds. After fabrication, anchor rods with eyes that have been formed with any part of the eye below 870°C during the forming operation or with eyes that have been closed by welding shall be thermally stress relieved prior to galvanizing. The completed anchor rod, after galvanizing, shall develop a strength of 220 kN.
6. In lieu of built-up fabrication of anchor plates as shown on the plans, anchor plates may be press-formed from steel plate, with or without welded seams.
7. All bolts and nuts shall conform to the requirements in ASTM Designation: A 307, unless otherwise specified in the special provisions or shown on the plans.
8. Anchor cable shall be 19 mm preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 200 kN. Two certified copies of mill test reports of each manufactured length of cable used shall be furnished to the Engineer. The overall length of each cable anchor assembly shall be as shown on the plans, but shall be a minimum of 2 m.
9. Where shown on the plans, cable clips and a cable thimble shall be used to attach cable to the anchor rod. Thimbles shall be commercial quality, galvanized steel. Cable clips shall be commercial quality drop forged galvanized steel.
10. The swaged fitting shall be machined from hot-rolled bars of steel conforming to AISI Designation: C 1035, and shall be annealed suitable for cold swaging. The swaged fitting shall be galvanized before swaging. A lock pin hole to accommodate a 6 mm, plated, spring steel pin shall be drilled through the head of the swage fitting to retain the stud in proper position. The manufacturer's identifying mark shall be stamped on the body of the swage fitting.
11. The 25 mm nominal diameter stud shall conform to the requirements in ASTM Designation: A 449 after galvanizing. Prior to galvanizing, a 10 mm slot for the locking pin shall be milled in the stud end.
12. The swaged fittings, stud and nut assembly shall develop the specified breaking strength of the cable.
13. The cable assemblies shall be shipped as a complete unit including stud and nut.
14. Clevises shall be drop forged galvanized steel and shall develop the specified breaking strength of the cable.
15. One sample of cable properly fitted with swaged fitting and right hand thread stud at both ends as specified above, including a clevis when shown on the plans, one meter in total length, shall be furnished the Engineer for testing.
16. The portion of the anchor rod to be buried in earth shall be coated with a minimum 0.5 mm thickness of coal tar enamel conforming to AWWA Standard: C203 or a coal tar epoxy conforming to the requirements in Steel Structures Painting Council Paint Specification No. 16, Coal-Tar Epoxy-Polyimide Black Paint or Corps of Engineers Specification, Formula C-200a, Coal-Tar Epoxy Paint.
17. Metal components of the anchor assembly shall be fabricated in conformance with good shop practice and shall be hot-dip galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing."
18. Anchor cables shall be tightened after the concrete anchor has cured for at least 5 days.

19. Concrete used to construct anchors for end anchor assemblies shall be Class 3 or minor concrete conforming to the provisions in Section 90, "Portland Cement Concrete."
20. Concrete shall be placed against undisturbed material of the excavated holes for end anchors. The top 300 mm of holes shall be formed, if required by the Engineer.
21. Reinforcing steel in concrete anchors for end anchor assemblies shall conform to the provisions in Section 52, "Reinforcement."

In Section 83-1.02D replace the 2nd paragraph with:

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

In Section 83-1.02E replace the 2nd paragraph with:

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

In Section 83-1.02E, delete the 3rd paragraph

In Section 83-1.02E in the 7th paragraph, replace the 2nd sentence with:

Cable shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

In Section 83-1.02I replace the 5th paragraph with:

Where shown on the plans, cables used in the frame shall be 8 mm in diameter, wire rope, with a minimum breaking strength of 22 kN and shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

In Section 83-1.02I replace the 14th paragraph with:

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

In Section 83-1.03 replace the 2nd paragraph with:

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

In Section 83-1.03 replace the 7th and 8th paragraphs with:

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

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

In Section 83-1.04 replace the 3rd and 4th paragraphs with:

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

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

In Section 83-2.02B replace the 2nd paragraph with:

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

In Section 83-2.02B replace the 14th paragraph with:

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

In Section 83-2.02D(2) replace the 1st paragraph with:

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

- a. The maximum size of aggregate used for extruded or slip-formed concrete barriers shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5-mm or smaller than 9.5-mm.
- b. If the 9.5 mm maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 400 kilograms per cubic meter.

In Section 83-2.02D(2) replace the 3rd paragraph with:

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

In Section 83-2.03 replace the 1st and 2nd paragraphs with:

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

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

In Section 83-2.03 replace the 5th and 6th paragraphs with:

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

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

In Section 83-2.04 replace the 1st and 2nd paragraphs with:

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

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

In Section 83-2.04 replace the 4th paragraph with:

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

SECTION 85: PAVEMENT MARKERS

(Issued 07-31-07)

In Section 85-1.03 replace the 2nd through 5th paragraphs with:

Sampling

Twenty markers selected at random will constitute a representative sample for each lot of markers. The lot size shall not exceed 25 000 markers.

Tolerances

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

The entire sample of retroreflective pavement markers will be tested for reflectance. The failure of 10 percent or more of the original sampling shall be cause for rejection.

Replace Section 85-1.04 with:

85-1.04 NON-REFLECTIVE PAVEMENT MARKERS

Non-reflective pavement markers (Types A and AY) shall be, at the option of the Contractor, either ceramic or plastic conforming to these specifications.

The top surface of the marker shall be convex with a gradual change in curvature. The top, bottom and sides shall be free of objectionable marks or discoloration that will affect adhesion or appearance.

The bottom of markers shall have areas of integrally formed protrusions or indentations, which will increase the effective bonding surface area of adhesive. The bottom surface of the marker shall not deviate more than 1.5 mm from a flat surface. The areas of protrusion shall have faces parallel to the bottom of the marker and shall project approximately one mm from the bottom.

In Section 85-1.04A, delete the 2nd through 4th paragraphs.

In Section 85-1.04A replace the 5th paragraph with:

Testing

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

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

Replace Section 85-1.04B with:

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

Plastic non-reflective pavement markers Types A and AY shall be, at the option of the Contractor, either polypropylene or acrylonitrile-butadiene-styrene (ABS) plastic type.

Plastic markers shall conform to the testing requirements specified in Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," except that Tests a, b, c, and h shall not apply. The plastic markers shall not be coated with substances that interfere with the ability of the adhesive bonding to the marker.

In Section 85-1.05 replace the 6th and 7th paragraphs with:

Testing

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

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

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

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

In Section 85-1.05 delete the 8th paragraph.

In Section 85-1.06 replace the 6th paragraph with:

Pavement markers shall not be placed on new hot mix asphalt surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.

In Section 85-1.06 replace the 8th paragraph with:

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

In Section 85-1.06 in the 14th paragraph, replace the 2nd sentence with:

Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new hot mix asphalt and clean, new seal coat surfaces will not be required when hot melt bituminous adhesive is used.

In Section 86-2.03, delete the 8th paragraph.

In Section 86-2.03 replace the 12th paragraph with:

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

In Section 86-2.04 replace the 1st and 2nd paragraphs with:

Bolts, nuts and washers, and anchor bolts for use in signal and lighting support structures shall conform to the provisions in Section 55-2, "Materials." Except when bearing-type connections or slipbases are specified, high-strength bolted connections shall conform to the provisions in Section 55-3.14, "Bolted Connections." Welding, nondestructive testing (NDT) of welds, and acceptance and repair criteria for NDT of steel members shall conform to the requirements of AWS D1.1 and the special provisions.

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

In Section 86-2.04 replace the 4th paragraph with:

Ferrous metal parts of standards, with shaft length of 4.6 m and longer, shall conform to the details shown on the plans, the provisions in Section 55-2, "Materials," except as otherwise noted, and the following requirements:

- A. Except as otherwise specified, standards shall be fabricated from sheet steel of weldable grade having a minimum yield strength, after fabrication, of 276 MPa.
- B. Certified test reports which verify conformance to the minimum yield strength requirements shall be submitted to the Engineer. The test reports may be the mill test reports for the as-received steel or, when the as-received steel has a lower yield strength than required, the Contractor shall provide supportive test data which provides assurance that the Contractor's method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. The supportive test data shall include tensile properties of the steel after cold forming for specific heats and thicknesses.
- C. When a single-ply 8-mm thick pole is specified, a 2-ply pole with equivalent section modulus may be substituted.
- D. Standards may be fabricated of full-length sheets or shorter sections. Each section shall be fabricated from not more than 2 pieces of sheet steel. Where 2 pieces are used, the longitudinal welded seams shall be directly opposite one another. When the sections are butt-welded together, the longitudinal welded seams on adjacent sections shall be placed to form continuous straight seams from base to top of standard.
- E. Butt-welded circumferential joints of tubular sections requiring CJP groove welds shall be made using a metal sleeve backing ring inside each joint. The sleeve shall be 3-mm nominal thickness, or thicker, and manufactured from steel having the same chemical composition as the steel in the tubular sections to be joined. When the sections to be joined have different specified minimum yield strengths, the steel in the sleeve shall have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve shall be consistent with the type of NDT chosen and shall be a minimum width of 25 mm. The sleeve shall be centered at the joint and be in contact with the tubular section at the point of the weld at time of fit-up.
- F. Welds shall be continuous.
- G. The weld metal at the transverse joint shall extend to the sleeve, making the sleeve an integral part of the joint.
- H. During fabrication, longitudinal seams on vertical tubular members of cantilevered support structures shall be centered on and along the side of the pole that the pole plate is located. Longitudinal seams on horizontal tubular members, including signal and luminaire arms, shall be within +/-45 degrees of the bottom of the arm.
- I. The longitudinal seam welds in steel tubular sections may be made by the electric resistance welding process.
- J. Longitudinal seam welds shall have 60 percent minimum penetration, except that within 150 mm of circumferential welds, longitudinal seam welds shall be CJP groove welds. In addition, longitudinal seam welds on lighting support structures having telescopic pole segment splices shall be CJP groove welds on the female end for a length on each end equal to the designated slip fit splice length plus 150 mm.

- K. Exposed circumferential welds, except fillet and fatigue-resistant welds, shall be ground flush (-0, +2 mm) with the base metal prior to galvanizing or painting.
- L. Circumferential welds and base plate-to-pole welds may be repaired only one time without written permission from the Engineer.
- M. Exposed edges of the plates that make up the base assembly shall be finished smooth and exposed corners of the plates shall be broken unless otherwise shown on the plans. Shafts shall be provided with slip-fitter shaft caps.
- N. Flatness of surfaces of 1) base plates that are to come in contact with concrete, grout, or washers and leveling nuts; 2) plates in high-strength bolted connections; 3) plates in joints where cap screws are used to secure luminaire and signal arms; and 4) plates used for breakaway slip base assemblies shall conform to the requirements in ASTM A6.
- O. Standards shall be straight, with a permissive variation not to exceed 25 mm measured at the midpoint of a 9-m or 11-m standard and not to exceed 20 mm measured at the midpoint of a 5-m through 6-m standard. Variation shall not exceed 25 mm at a point 4.5 m above the base plate for Type 35 and Type 36 standards.
- P. Zinc-coated nuts used on fastener assemblies having a specified preload (obtained by specifying a prescribed tension, torque value, or degree of turn) shall be provided with a colored lubricant that is clean and dry to the touch. The color of the lubricant shall be in contrast to the zinc coating on the nut so that the presence of the lubricant is visually obvious. In addition, either the lubricant shall be insoluble in water, or fastener components shall be shipped to the job site in a sealed container.
- Q. No holes shall be made in structural members unless the holes are shown on the plans or are approved in writing by the Engineer.
- R. Standards with an outside diameter of 300 mm or less shall be round. Standards with an outside diameter greater than 300 mm shall be round or multisided. Multisided standards shall have a minimum of 12 sides which shall be convex and shall have a minimum bend radius of 100 mm.
- S. Mast arms for standards shall be fabricated from material as specified for standards, and shall conform to the dimensions shown on the plans.
- T. The cast steel option for slip bases shall be fabricated from material conforming to the requirements in ASTM Designation: A 27/A 27M, Grade 70-40. Other comparable material may be used if written permission is given by the Engineer. The casting tolerances shall be in conformance with the Steel Founder's Society of America recommendations (green sand molding).
- U. One casting from each lot of 50 castings or less shall be subject to radiographic inspection, in conformance with the requirements in ASTM Designation: E 94. The castings shall comply with the acceptance criteria severity level 3 or better for the types and categories of discontinuities in conformance with the requirements in ASTM Designations: E 186 and E 446. If the one casting fails to pass the inspection, 2 additional castings shall be radiographed. Both of these castings shall pass the inspection, or the entire lot of 50 will be rejected.
- V. Material certifications, consisting of physical and chemical properties, and radiographic films of the castings shall be filed at the manufacturer's office. These certifications and films shall be available for inspection upon request.
- W. High-strength bolts, nuts, and flat washers used to connect slip base plates shall conform to the requirements in ASTM Designation: A 325 or A 325M and shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing."
- X. Plate washers shall be fabricated by saw cutting and drilling steel plate conforming to the requirements in AISI Designation: 1018, and be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing." Prior to galvanizing, burrs and sharp edges shall be removed and holes shall be chamfered sufficiently on each side to allow the bolt head to make full contact with the washer without tension on the bolt.
- Y. High-strength cap screws shown on the plans for attaching arms to standards shall conform to the requirements in ASTM Designation: A 325, A 325M, or A 449, and shall comply with the mechanical requirements in ASTM Designation: A 325 or A 325M after galvanizing. The cap screws shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing." The threads of the cap screws shall be coated with a colored lubricant that is clean and dry to the touch. The color of the lubricant shall be in contrast to the color of the zinc coating on the cap screw so that presence of the lubricant is visually obvious. In addition, either the lubricant shall be insoluble in water, or fastener components shall be shipped to the job site in a sealed container.
- Z. Unless otherwise specified, bolted connections attaching signal or luminaire arms to poles shall be considered slip critical. Galvanized faying surfaces on plates on luminaire and signal arms and matching plate surfaces on poles shall be roughened by hand using a wire brush prior to assembly and shall conform to the requirements for Class C surface conditions for slip-critical connections in "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," a specification approved by the Research Council on Structural Connections (RCSC) of the Engineering Foundation. For faying surfaces required to be painted, the paint shall be an approved type, brand, and thickness that has been tested and approved according to the RCSC Specification as a Class B coating.
- AA. Samples of fastener components will be randomly taken from each production lot by the Engineer and submitted, along with test reports required by appropriate ASTM fastener specifications, for QA testing and evaluation. Sample sizes for each fastener component shall be as determined by the Engineer.

In Section 86-2.04 replace the 7th paragraph with:

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

In Section 86-2.05C in the 18th paragraph, replace the 4th and 5th subparagraphs with:

The conduit shall be placed in the bottom of the trench, and the trench shall be backfilled with minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 350 kilograms of cementitious material per cubic meter. Concrete backfill shall be placed to the pavement surface except, when the trench is in hot mix asphalt pavement and additional pavement is not being placed, the top 30 mm of the trench shall be backfilled with hot mix asphalt produced from commercial quality paving asphalt and aggregates.

Prior to spreading hot mix asphalt, tack coat shall be applied in conformance with the provisions in Section 39, "Hot Mix Asphalt." Spreading and compacting of hot mix asphalt shall be performed by any method which will produce a hot mix asphalt surfacing of uniform smoothness, texture and density.

In Section 86-2.05C in the 23rd paragraph, replace the 3rd subparagraph with:

Precast concrete conduit cradles shall conform to the dimensions shown on the plans and shall be constructed of minor concrete and commercial quality welded wire fabric. Minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 350 kilograms of cementitious material per cubic meter. The cradles shall be moist cured for not less than 3 days.

In Section 86-2.05C in the 23rd paragraph, replace the 7th subparagraph with:

The space around conduits through bridge abutment walls shall be filled with mortar conforming to the provisions in Section 51-1.135, "Mortar," except that the proportion of cementitious material to sand shall be 1:3.

In Section 86-2.07 replace the 5th paragraph with:

Concrete placed around and under traffic pull boxes as shown on the plans shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete."

In Section 86-2.08A in the 1st paragraph in the table, after the heading replace the 4th row with:

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

In Section 86-2.08B replace the 2nd paragraph with:

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

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

In Section 86-2.12 replace the 6 and 7th paragraphs with:

After fabrication, wood poles shall be pressure treated in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4B, Commodity Specification D.

Wood poles, when specified in the special provisions to be painted, shall be treated with waterborne wood preservatives.

In Section 86-2.15 replace the 1st paragraph with:

Galvanizing shall be in conformance with the provisions in Section 75-1.05, "Galvanizing," except that cabinets may be constructed of material galvanized prior to fabrication in conformance with the requirements in ASTM Designation: A 653/653M, Coating Designation G 90, in which case all cut or damaged edges shall be painted with at least 2 applications of

approved unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint." Aerosol cans shall not be used. Other types of protective coating must be approved by the Engineer prior to installation.

In Section 86-2.16, in the 13th paragraph, replace item B with:

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

In Section 86-4.01 replace the 1st paragraph with:

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

In Section 86-4.01A in the 1st paragraph, replace the 1st and 3rd subparagraphs with:

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

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

In Section 86-4.01B replace the 1st paragraph with:

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

In Section 86-4.01C replace the 1st paragraph with:

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

In Section 86-4.01D replace the 1st paragraph with:

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

In Section 86-4.02A replace the 1st paragraph with:

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

In Section 86-4.02A replace the 7th paragraph with:

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

In Section 86-4.02B replace the 1st paragraph with:

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

In Section 86-4.02C replace the 3rd paragraph with:

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

In Section 86-4.02D(1), in the 4th paragraph, replace the 7th subparagraph with:

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

In Section 86-4.05 replace the 2nd paragraph with:

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

In Section 86-4.06 replace the 1st paragraph with:

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

In Section 86-4.06(A) in the 1st paragraph, replace the 3rd subparagraph with:

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

In Section 86-4.07 replace the 10th paragraph with:

The luminance of the "UPRAISED HAND" symbol shall be 3750 cd/m² minimum. The color of "UPRAISED HAND" shall be Portland orange conforming to the requirements of the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and "California MUTCD." The height of each symbol shall be not less than 250 mm and the width of each symbol shall be not less than 165 mm.

In Section 86-4.07C replace the 2nd paragraph with:

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

In Section 86-4.07D(1) replace the 2nd paragraph with:

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

In Section 86-4.07D(1) in the 4th paragraph, replace the 5th and 7th subparagraphs with:

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

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

In Section 86-5.07A(5) in Section "Elastomeric Sealant" in the 1st paragraph, replace the 2nd sentence with:

Sealant shall be suitable for use in both hot mix asphalt and portland cement concrete.

In Section 86-5.07A(5) in Section "Asphatic Emulsion Sealant" in the 1st paragraph, replace the 1st sentence with:

Asphatic emulsion sealant shall conform to the requirements in State Specification 8040-41A-15 and shall be used only for filling slots in hot mix asphalt pavement.

In Section 86-5.07A(5) in Section "Hot-Melt Rubberized Asphalt Sealant" in the 1st paragraph, replace the 3rd sentence with:

Sealant shall be suitable for use in both hot mix asphalt and portland cement concrete.

In Section 86-5.07A(5) in Section "Hot-Melt Rubberized Asphalt Sealant" in the 2nd paragraph in the table, after the heading replace rows 1 through 3 with:

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

In Section 86-5.07A(5) in Section "Hot-Melt Rubberized Asphalt Sealant", replace the 10th paragraph with:

If hot mix asphalt surfacing is to be placed, the loop conductors shall be installed prior to placing the uppermost layer of hot mix asphalt. The conductors shall be installed, as shown on the plans, in the compacted layer of hot mix asphalt immediately below the uppermost layer. Installation details shall be as shown on the plans, except the sealant shall fill the slot flush to the surface.

In Section 86-5.01D replace the 1st paragraph with:

When a foundation for a pressure-sensitive vehicle detector is to be removed, the hole left by removing the detector frame and foundation shall be filled with minor concrete, except the roadway surface shall be reconstructed with material to match existing surfacing. Minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," except that the concrete shall contain not less than 250 kilograms of cementitious material per cubic meter for hot mix asphalt surfaced roadways and not less than 350 kilograms of cementitious material per cubic meter for portland cement concrete surfaced roadways.

In Section 86-6.065 in Section "Mounting Assemblies", replace the 3rd paragraph with:

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

In Section 86-8.01 replace the 1st paragraph with:

The contract lump sum price or prices paid for signal, ramp metering, flashing beacon, lighting, sign illumination, traffic monitoring station, highway advisory radio systems, closed circuit television systems, or combinations thereof; for modifying or removing those systems; for temporary systems; or the lump sum or unit prices paid for various units of those systems; or the lump sum or per meter price paid for conduit of the various sizes, types and installation methods listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing, modifying, or removing the systems, combinations or units thereof, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer, including any necessary pull boxes (except when the type required is shown as a separate contract item); excavation and backfill; concrete foundations (except when shown as a separate contract item); pedestrian barricades; furnishing and installing illuminated street name signs; installing sign panels on pedestrian barricades, on flashing beacon standards, and on traffic signal mast arms; restoring sidewalk, pavement and appurtenances damaged or destroyed during construction; salvaging existing materials; and making all required tests.

Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.

Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

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

Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.

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

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

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

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

The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

90-2 MATERIALS

90-2.01 CEMENTITIOUS MATERIALS

Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and a supplementary cementitious material, or a blended cement.

Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.

Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.

Facilities shall be provided to ensure that cementitious materials meeting this Section 90-2.01 are kept separate from other cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

The Contractor shall furnish a Certificate of Compliance for cementitious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-2.01A CEMENT

Portland cement shall conform to the requirements in ASTM Designation: C 150 except, using a 10-sample moving average, limestone shall not exceed 2.5 percent. The C₃S content of Type II cement shall not exceed 65 percent.

Blended cement shall conform to the requirements for Portland Blast-Furnace Slag, Cement Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240 and shall be comprised of an intimate and uniform blend of Type II or Type V cement and supplementary cementitious material in an amount conforming to the requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials."

In addition, blended cement, Type II portland cement, and Type V portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60-percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by methods as required in AASHTO Designation: T 105;
- B. The autoclave expansion shall not exceed 0.50-percent; and
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010-percent and shall not contract in air more than 0.048-percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053-percent.

Type III portland cement shall be used only as specified in the special provisions or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement, except when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075-percent.

90-2.01B SUPPLEMENTARY CEMENTITIOUS MATERIALS (SCM)

Fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F, and the following:

- A. Calcium oxide content shall not exceed 10 percent.
- B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- C. Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:
 1. Sources of fly ash to be commingled shall be on the approved list of materials for use in concrete.
 2. Testing of the commingled product is the responsibility of the fly ash supplier.
 3. Each fly ash's running average of density shall not differ from any other by more than 0.25g/cm³ at the time of commingling.
 4. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
 5. The final product of commingled fly ash shall conform to the requirement in AASHTO Designation: M 295.

Raw or calcined natural pozzolans shall conform to the requirements in AASHTO Designation: M 295, Class N and the following requirements:

- A. Calcium oxide content shall not exceed 10 percent.
- B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.

Ground Granulated Blast Furnace Slag (GGBFS) shall conform to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.

Silica Fume shall conform to the requirements of AASHTO Designation: M 307 with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

90-2.01C REQUIRED USE OF SUPPLEMENTARY CEMENTITIOUS MATERIALS

The amount of portland cement and SCM used in portland cement concrete shall conform to the minimum cementitious material content provisions in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and the following:

- A. If a blended cement conforming to the provisions in Section 90-2.01A, "Cement," is used, the minimum amount of SCM incorporated into the cement shall conform to the provisions in this Section 90-2.01C.
- B. Fly ash or natural pozzolan, silica fume, or GGBFS shall not be used with Type IP or Type IS cements.

Use of SCMs shall conform to the following:

- A. If fly ash or natural pozzolan is used:
 - 1. The minimum amount of portland cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
 - 2. The minimum amount of fly ash or natural pozzolan shall be:
 - a. Fifteen percent by mass of the total amount of cementitious material if the calcium oxide content of fly ash or natural pozzolan is equal to or less than 2 percent by mass;
 - b. Twenty-five percent by mass of the total amount of cementitious material if the calcium oxide content of fly ash or natural pozzolan is greater than 2 percent by mass.
- B. The total amount of fly ash or natural pozzolan shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. If Section 90-1.01, "Description," specifies a maximum cementitious material content in kilograms per cubic meter, the total mass of portland cement and fly ash or natural pozzolan per cubic meter shall not exceed the specified maximum cementitious material content.
- C. If silica fume is used:
 - 1. The amount of silica fume shall not be less than 10 percent by mass of the total amount of cementitious material.
 - 2. The amount of portland cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
 - 3. If Section 90-1.01, "Description," specifies a maximum cementitious material content in kilograms per cubic meter, the total mass of portland cement and silica fume per cubic meter shall not exceed the specified maximum cementitious material content.
- D. If GGBFS is used:
 - 1. The minimum amount of GGBFS shall be either:
 - a. Forty percent of the total cementitious material to be used, if the aggregates used in the concrete are on the Department's list of "Approved Aggregates For Use in Concrete with Reduced Fly Ash."
 - b. No less than 50 percent.
 - 2. The amount of GGBFS shall not exceed 60 percent by mass of the total amount of cementitious materials to be used.

90-2.02 AGGREGATES

Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f , of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.

If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented

by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 250 m³ of concrete or one day's pour, whichever is smaller.

When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

90-2.02A COARSE AGGREGATE

Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, reclaimed aggregate, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.

Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.

Coarse aggregate shall conform to the following quality requirements:

| Tests | California Test | Requirements |
|---|-----------------|--------------|
| Loss in Los Angeles Rattler (after 500 revolutions) | 211 | 45% max. |
| Cleanness Value | | |
| Operating Range | 227 | 75 min. |
| Contract Compliance | 227 | 71 min. |

In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
- B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.02B FINE AGGREGATE

Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.

Fine aggregate shall conform to the following quality requirements:

| Test | California Test | Requirements |
|--|-----------------|---------------------------|
| Organic Impurities | 213 | Satisfactory ^a |
| Mortar Strengths Relative to Ottawa Sand | 515 | 95%, min. |
| Sand Equivalent: | | |
| Operating Range | 217 | 75, min. |
| Contract Compliance | 217 | 71, min. |

- a Fine aggregate developing a color darker than the reference standard color solution may be accepted if it is determined by the Engineer, from mortar strength tests, that a darker color is acceptable.

In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71, minimum, and a Sand Equivalent "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- A. Fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- B. Prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.03 WATER

In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

In nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO₄, when tested in conformance with California Test 417.

In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na₂O + 0.658 K₂O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

90-2.04 ADMIXTURE MATERIALS

Admixture materials shall conform to the requirements in the following ASTM Designations:

- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.

90-3 AGGREGATE GRADINGS

90-3.01 GENERAL

Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

Gradations proposed by the Contractor shall be within the following percentage passing limits:

| Primary Aggregate Nominal Size | Sieve Size | Limits of Proposed Gradation |
|--------------------------------|--------------|------------------------------|
| 37.5-mm x 19-mm | 25-mm | 19 - 41 |
| 25-mm x 4.75-mm | 19-mm | 52 - 85 |
| 25-mm x 4.75-mm | 9.5-mm | 15 - 38 |
| 12.5-mm x 4.75-mm | 9.5-mm | 40 - 78 |
| 9.5-mm x 2.36-mm | 9.5-mm | 50 - 85 |
| Fine Aggregate | 1.18-mm | 55 - 75 |
| Fine Aggregate | 600- μ m | 34 - 46 |
| Fine Aggregate | 300- μ m | 16 - 29 |

Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

90-3.02 COARSE AGGREGATE GRADING

The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

| Sieve Sizes | Percentage Passing Primary Aggregate Nominal Sizes | | | | | | | |
|-------------|--|---------------------|-----------------|---------------------|-------------------|---------------------|------------------|---------------------|
| | 37.5-mm x 19-mm | | 25-mm x 4.75-mm | | 12.5-mm x 4.75-mm | | 9.5-mm x 2.36-mm | |
| | Operating Range | Contract Compliance | Operating Range | Contract Compliance | Operating Range | Contract Compliance | Operating Range | Contract Compliance |
| 50-mm | 100 | 100 | — | — | — | — | — | — |
| 37.5-mm | 88 - 100 | 85 - 100 | 100 | 100 | — | — | — | — |
| 25-mm | X \pm 18 | X \pm 25 | 88 - 100 | 86 - 100 | — | — | — | — |
| 19-mm | 0 - 17 | 0 - 20 | X \pm 15 | X \pm 22 | 100 | 100 | — | — |
| 12.5-mm | — | — | — | — | 82 - 100 | 80 - 100 | 100 | 100 |
| 9.5-mm | 0 - 7 | 0 - 9 | X \pm 15 | X \pm 22 | X \pm 15 | X \pm 22 | X \pm 15 | X \pm 20 |
| 4.75-mm | — | — | 0 - 16 | 0 - 18 | 0 - 15 | 0 - 18 | 0 - 25 | 0 - 28 |
| 2.36-mm | — | — | 0 - 6 | 0 - 7 | 0 - 6 | 0 - 7 | 0 - 6 | 0 - 7 |

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.

90-3.03 FINE AGGREGATE GRADING

Fine aggregate shall be graded within the following limits:

| Sieve Sizes | Percentage Passing | |
|-------------|--------------------|---------------------|
| | Operating Range | Contract Compliance |
| 9.5-mm | 100 | 100 |
| 4.75-mm | 95 - 100 | 93 - 100 |
| 2.36-mm | 65 - 95 | 61 - 99 |
| 1.18-mm | X ±10 | X ±13 |
| 600-µm | X ±9 | X ±12 |
| 300-µm | X ±6 | X ±9 |
| 150-µm | 2 - 12 | 1 - 15 |
| 75-µm | 0 - 8 | 0 - 10 |

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the 1.18-mm sieve and the total percentage passing the 600-µm sieve shall be between 10 and 40, and the difference between the percentage passing the 600-µm and 300-µm sieves shall be between 10 and 40.

Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

90-3.04 COMBINED AGGREGATE GRADINGS

Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.

The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

| Sieve Sizes | Percentage Passing | | | |
|-------------|--------------------|------------|--------------|-------------|
| | 37.5-mm Max. | 25-mm Max. | 12.5-mm Max. | 9.5-mm Max. |
| 50-mm | 100 | — | — | — |
| 37.5-mm | 90 - 100 | 100 | — | — |
| 25-mm | 50 - 86 | 90 - 100 | — | — |
| 19-mm | 45 - 75 | 55 - 100 | 100 | — |
| 12.5-mm | — | — | 90-100 | 100 |
| 9.5-mm | 38 - 55 | 45 - 75 | 55 - 86 | 50 - 100 |
| 4.75-mm | 30 - 45 | 35 - 60 | 45 - 63 | 45 - 63 |
| 2.36-mm | 23 - 38 | 27 - 45 | 35 - 49 | 35 - 49 |
| 1.18-mm | 17 - 33 | 20 - 35 | 25 - 37 | 25 - 37 |
| 600-µm | 10 - 22 | 12 - 25 | 15 - 25 | 15 - 25 |
| 300-µm | 4 - 10 | 5 - 15 | 5 - 15 | 5 - 15 |
| 150-µm | 1 - 6 | 1 - 8 | 1 - 8 | 1 - 8 |
| 75-µm | 0 - 3 | 0 - 4 | 0 - 4 | 0 - 4 |

Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

90-4 ADMIXTURES

90-4.01 GENERAL

Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.

Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used.

Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.

If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

Chemical admixtures shall be used in conformance with the manufacturer's written recommendations.

90-4.02 MATERIALS

Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

90-4.03 ADMIXTURE APPROVAL

No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.

Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.

If the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES

If the use of a chemical admixture is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

- A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; and
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate.

90-4.08 BLANK

90-4.09 BLANK

90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within ± 5 percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.

If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix, unless it is demonstrated that a different sequence improves performance.

When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.

Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.

Liquid admixtures requiring dosages greater than 2.5 L/m^3 shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."

90-4.11 BLANK

90-5 PROPORTIONING

90-5.01 STORAGE OF AGGREGATES

Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and the various sizes shall not become intermixed before proportioning.

Aggregates shall be stored or stockpiled and handled in a manner that prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

90-5.02 PROPORTIONING DEVICES

Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement."

Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and supplementary cementitious material for one batch of concrete is a single operation of a switch or starter.

Proportioning devices shall be tested as frequently as the Engineer may deem necessary to ensure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and supplementary cementitious material shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and supplementary cementitious material. Equipment for weighing cement or supplementary cementitious material separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.

The mass indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and
- B. Cement shall be 99 to 102 percent of its designated batch mass. When weighed individually, supplementary cementitious material shall be 99 to 102 percent of its designated batch mass. When supplementary cementitious material and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch mass, and the total for cement and supplementary cementitious material shall be 99 to 102 percent of the sum of their designated batch masses; and
- C. Water shall be within 1.5 percent of its designated mass or volume.

Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5-kg graduations.

90-5.03 PROPORTIONING

Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cementitious material and water as provided in these specifications. Aggregates shall be proportioned by mass.

At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

Bulk Type IP (MS) cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

Bulk cement and supplementary cementitious material may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and supplementary cementitious material are weighed cumulatively, the cement shall be weighed first.

If cement and supplementary cementitious material are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the supplementary cementitious material shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the supplementary cementitious material shall be discharged into the mixer simultaneously with the aggregate.

The scales and weigh hoppers for bulk weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material shall be separate and distinct from the aggregate weighing equipment.

For batches of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
- B. Single box and scale indicator for all aggregates.
- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

90-5.03A PROPORTIONING FOR PAVEMENT

Aggregates and bulk supplementary cementitious material for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to these specifications.

The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

The batching of cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper are charged with masses that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If interlocks are required for cement and supplementary cementitious material charging mechanisms and cement and supplementary cementitious material are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If concrete is completely mixed in stationary paving mixers, the supplementary cementitious materials shall be weighed in a separate weigh hopper and the supplementary cementitious material and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, supplementary cementitious material, aggregates, and water uniformly before discharge, weighing the supplementary cementitious material cumulatively with the cement is permitted. Certification shall contain the following:

- A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength";
- B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
- C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.

The discharge gate on the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper shall be designed to permit regulating the flow of cement, supplementary cementitious material, or cement plus supplementary cementitious material into the aggregate as directed by the Engineer.

If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25-m³ may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."

Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.

Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cementitious material.

Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.

When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

| Average Slump | Maximum Permissible Difference |
|-------------------------------|--------------------------------|
| Less than 100-mm | 25-mm |
| 100-mm to 150-mm | 38-mm |
| Greater than 150-mm to 225-mm | 50-mm |

The Contractor shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

90-6.02 MACHINE MIXING

Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.

The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.

Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.

The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The size of batch shall not exceed the manufacturer's guaranteed capacity.

When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at job site batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.

Concrete shall be mixed and delivered to the job site by means of one of the following combinations of operations:

- A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in nonagitating hauling equipment (central-mixed concrete).
- B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
- C. Mixed completely in a truck mixer (transit-mixed concrete).
- D. Mixed completely in a paving mixer.

Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed will be allowed for partial mixing in a central plant.

90-6.03 TRANSPORTING MIXED CONCRETE

Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in nonagitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

Bodies of nonagitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.

Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.

The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

If a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or if the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours. If an admixture is used to retard the set time, the temperature of the concrete shall not exceed 30°C, the time limit shall be 2 hours, and the revolution limitation shall be 300.

If nonagitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete delivered at the job site shall be accompanied by a weighmaster certificate showing the mix identification number, nonrepeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.

Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the job site with the load.

Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

90-6.04 TIME OR AMOUNT OF MIXING

Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.

The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.

The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

90-6.05 HAND-MIXING

Hand-mixed concrete shall be made in batches of not more than 0.25-m³ and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3-meters in total depth. On this mixture shall be spread the dry cementitious materials and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

90-6.06 AMOUNT OF WATER AND PENETRATION

The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the nominal values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. If Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

| Type of Work | Nominal | | Maximum | |
|------------------------------------|------------------|------------|------------------|------------|
| | Penetration (mm) | Slump (mm) | Penetration (mm) | Slump (mm) |
| Concrete Pavement | 0 - 25 | — | 40 | — |
| Non-reinforced concrete facilities | 0 - 35 | — | 50 | — |
| Reinforced concrete structures | | | | |
| Sections over 300-mm thick | 0 - 35 | — | 65 | — |
| Sections 300-mm thick or less | 0 - 50 | — | 75 | — |
| Concrete placed under water | — | 150 - 200 | — | 225 |
| Cast-in-place concrete piles | 65 - 90 | 130 - 180 | 100 | 200 |

The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.

The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.

If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

90-7 CURING CONCRETE

90-7.01 METHODS OF CURING

Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

90-7.01A WATER METHOD

The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.

Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.

If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing media.

At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 100 μm , and shall be extruded onto 283.5-gram burlap.

At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 250 μm achieved in a single layer of material.

If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 75 mm of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 60°C, use of these curing media shall be disallowed.

When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified above, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

90-7.01B CURING COMPOUND METHOD

Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.

Curing compounds to be used shall be as follows:

1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
4. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Nonpigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.

The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m² in 24 hours.

The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.

If the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.

Curing compound shall be applied at a nominal rate of 3.7 m²/L, unless otherwise specified.

At any point, the application rate shall be within ± 1.2 m²/L of the nominal rate specified, and the average application rate shall be within ± 0.5 m²/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.

The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.

Agitation shall not introduce air or other foreign substance into the curing compound.

The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.

Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.

The curing compound shall be packaged in clean 1040-L totes, 210-L barrels, or 19-L pails, or shall be supplied from a suitable storage tank located at the job site. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 1040-L totes and the 210-L barrels shall have removable lids and airtight fasteners. The 19-L pails shall be round and have standard full open head and bail. Lids with bungholes will not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.

Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State.

Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State.

When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

Curing compound will be sampled by the Engineer at the source of supply, at the job site, or at both locations.

Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

90-7.01C WATERPROOF MEMBRANE METHOD

The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane, shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.

The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.

The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

90-7.01D FORMS-IN-PLACE METHOD

Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.

Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

90-7.02 CURING PAVEMENT

The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.

Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."

When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 15°C, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

90-7.03 CURING STRUCTURES

Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only ordinary surface finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

90-7.04 CURING PRECAST CONCRETE MEMBERS

Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:

- A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.
- B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be

permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.

- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 60 m of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 15°C until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles in a corrosive environment shall be cured as follows:

- A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
- B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

90-7.06 CURING SLOPE PROTECTION

Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

90-7.07 CURING MISCELLANEOUS CONCRETE WORK

Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."

Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Shotcrete shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

Mortar and grout shall be cured by keeping the surface damp for 3 days.

After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

90-8 PROTECTING CONCRETE

90-8.01 GENERAL

In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.

Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.

Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.

Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

90-8.02 PROTECTING CONCRETE STRUCTURES

Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days.

90-8.03 PROTECTING CONCRETE PAVEMENT

Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours.

Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.

If ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work." Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 3.8 MPa. The modulus of rupture will be determined by California Test 523.

No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa within 10 days shall not be opened to traffic until directed by the Engineer.

Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."

When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 2.4 MPa has been attained, provided that:

- A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
- B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
- C. No part of the track shall be closer than 0.3-m from the edge of pavement.

In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.

Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor.

The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California

Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

No single compressive strength test shall represent more than 250 m³.

If a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. If the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

When concrete is specified by compressive strength, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type, and source of all ingredients used.
- D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) of the concrete.

- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.

When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.

After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.

The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

90-10 MINOR CONCRETE

90-10.01 GENERAL

Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.

The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

90-10.02 MATERIALS

Minor concrete shall conform to the following requirements:

90-10.02A CEMENTITIOUS MATERIAL

Cementitious material shall conform to the provisions in Section 90-1.01, "Description."

90-10.02B AGGREGATE

Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.

Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.

The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.

The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5 mm or smaller than 19 mm.

The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

90-10.02C WATER

Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

90-10.02D ADMIXTURES

The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

90-10.03 PRODUCTION

Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

2. Free from water
3. Homogeneous

92-1.02 MATERIALS

GENERAL

Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpm/fpmcoc.htm>

Transport, store, use, and dispose of asphalt safely.

Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

GRADES

Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

| Property | AASHTO Test Method | Specification | | | | |
|---|--------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | | Grade | | | | |
| | | PG 58-22 ^a | PG 64-10 | PG 64-16 | PG 64-28 | PG 70-10 |
| Original Binder | | | | | | |
| Flash Point, Minimum °C | T 48 | 230 | 230 | 230 | 230 | 230 |
| Solubility, Minimum % ^b | T 44 | 99 | 99 | 99 | 99 | 99 |
| Viscosity at 135°C, ^c Maximum, Pa·s | T 316 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T 315 | 58 1.00 | 64 1.00 | 64 1.00 | 64 1.00 | 70 1.00 |
| RTFO Test, ^e Mass Loss, Maximum, % | T 240 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T 315 | 58 2.20 | 64 2.20 | 64 2.20 | 64 2.20 | 70 2.20 |
| Ductility at 25°C Minimum, cm | T 51 | 75 | 75 | 75 | 75 | 75 |
| PAV ^f Aging, Temperature, °C | R 28 | 100 | 100 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa | T 315 | 22 ^d 5000 | 31 ^d 5000 | 28 ^d 5000 | 22 ^d 5000 | 34 ^d 5000 |
| Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value | T 313 | -12 300 0.300 | 0 300 0.300 | -6 300 0.300 | -18 300 0.300 | 0 300 0.300 |

Notes:

- a. Use as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- f. "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder ^a

| Property | AASHTO Test Method | Specification Grade | | |
|---|--------------------|---------------------|---------------------|---------------------|
| | | PG 58-34 PM | PG 64-28 PM | PG 76-22 PM |
| Original Binder | | | | |
| Flash Point, Minimum °C | T 48 | 230 | 230 | 230 |
| Solubility, Minimum % ^b | T 44 ^c | 98.5 | 98.5 | 98.5 |
| Viscosity at 135°C, ^d Maximum, Pa·s | T 316 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T 315 | 58 1.00 | 64 1.00 | 76 1.00 |
| RTFO Test , Mass Loss, Maximum, % | T 240 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T 315 | 58 2.20 | 64 2.20 | 76 2.20 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), % | T 315 | Note e 80 | Note e 80 | Note e 80 |
| Elastic Recovery ^f , Test Temp., °C Minimum recovery, % | T 301 | 25 75 | 25 75 | 25 65 |
| PAV ^g Aging, Temperature, °C | R 28 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa | T 315 | 16 5000 | 22 5000 | 31 5000 |
| Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value | T 313 | -24 300 0.300 | -18 300 0.300 | -12 300 0.300 |

Notes:

- a. Do not modify PG Polymer Modified using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Department allows ASTM D 5546 instead of AASHTO T 44
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- f. Tests without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

SAMPLING

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 600 and 750 mm above the platform. Provide a receptacle for flushing the sampling device.

Include with the sampling device a valve:

1. Between 10 and 20 mm in diameter
2. Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations

Replace Section 95 with:

SECTION 95: EPOXY

95-1 GENERAL

95-1.01 DESCRIPTION

These specifications are intended to specify epoxy that will meet service requirements for highway construction. Epoxy shall be furnished as 2 components, which shall be mixed together at the site of the work.

95-1.02 SAMPLING AND TESTING

Epoxy shall not be used prior to sampling and testing unless its use is permitted prior to sampling and testing in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

Tests will be conducted in conformance with the latest test methods of the American Society for Testing and Materials, and California Test Methods in use by the Transportation Laboratory.

Epoxy components shall be formulated to maintain the specified properties for a minimum of one year. The Engineer may require additional testing of any epoxy component that has not been used within one year of manufacture.

95-1.03 PACKAGING, LABELING AND STORING

Each component shall be packaged in containers of size proportional to the amount of that component in the mix so that one container of each component is used in mixing one batch of epoxy. The containers shall be of such design that all of the contents may be readily removed and shall be well sealed to prevent leakage. The containers and labeling shall meet U.S. Department of Transportation Hazardous Material Shipping Regulations, and the containers shall be of a material, or lined with a material, of such character as to resist any action by the components. Each container shall be clearly labeled with the ASTM Designation: C881 Class and Type; designation (Component A or B); manufacturer's name; date of manufacture; batch number (a batch shall consist of a single charge of all components in a mixing chamber); all directions for use (as specified elsewhere) and such warning or precautions concerning the contents as may be required by State or Federal Laws and Regulations. The manufacturer of the finished epoxy components shall furnish a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," and a copy of the label for each material. The certificate shall include a list, by Title and Section, of the State and Federal packaging and labeling laws and regulations that the manufacturer has complied with.

Attention is directed to the characteristic of some epoxy components to crystallize or thicken excessively prior to use when stored at temperatures below 2°C. Any material which shows evidence of crystallization or a permanent increase in viscosity or settling of pigments which cannot be readily redispersed with a paddle shall not be used.

95-1.04 DIRECTIONS FOR USE

At the time of mixing, components A and B shall be at a temperature between 15°C and 30°C, unless otherwise specified. Any heating of the adhesive components shall be done by application of indirect heat. Immediately prior to mixing, each component shall be thoroughly mixed with a paddle. Separate paddles shall be used to stir each component. Immediately prior to use, the 2 components shall be thoroughly mixed together in the specified ratios. No solvent shall be added to any epoxy.

After mixing, epoxies shall be placed in the work and any overlaying or inserted material which is to be bonded to the work by the epoxy shall also be placed before thickening of the epoxy has begun. Surfaces upon which epoxy is to be placed shall be free of rust, paint, grease, asphalt, and loose and deleterious material. When epoxy is used as a binder to make epoxy concrete or mortar, the 2 components of epoxy shall be thoroughly mixed together before the aggregate is added and, unless otherwise specified, the mix proportions shall consist of one part of binder to approximately 4 parts of aggregate, by volume. Aggregate for use in epoxy concrete and mortar shall be clean and shall have a moisture content of not more than 0.50-percent when tested by California Test 226. Surfaces against which epoxy concrete and mortar are to be placed shall be primed with a coat of the epoxy used just prior to placing the concrete or mortar.

95-2 TYPES OF EPOXIES

95-2.01 BINDER (ADHESIVE), EPOXY RESIN BASE

Classification:

This specification covers a low viscosity epoxy formulated primarily for use in making high-strength epoxy concrete and epoxy mortar and in pressure grouting of cracks in concrete. For load bearing applications, use ASTM Designation: C 881, Type IV, Grade 1, Class B or C. Class B or C shall be used depending on the substrate and ambient temperatures. Use Grade B for atmospheric and surface temperatures as low as 4°C. Use Class C when temperatures are 15°C or higher. For non-load bearing applications use ASTM Designation: C881, Type I, Grade 1, Class B or C. Apply no thicker than

recommended by the manufacturer. Thick sections of this epoxy are not suitable for use in freeze thaw environments. In a freeze-thaw environment, increase the aggregate loading to improve the properties of the epoxy concrete.

Directions for Use:

Mix in conformance with the manufacturer's written recommendations. No more material shall be mixed than can be used within the pot-life from the time mixing operations are started.

95-2.02 (BLANK)

95-2.03 EPOXY RESIN ADHESIVE FOR BONDING NEW CONCRETE TO OLD CONCRETE

Classification:

This specification covers a low viscosity paste epoxy formulated primarily for use in bonding new portland cement concrete to hardened portland cement concrete. The epoxy shall meet the specification requirements of ASTM Designation: C 881, Type V, Grade 2. This epoxy is available in 2 Classes: Class C for general use at temperature greater than 15°C and Class B for use when cure temperatures are below 15°C and above 4°C, or when a faster cure is required.

Directions for Use:

The mixing ratio and use shall be in conformance with the manufacturer's written recommendations. When measuring as individual Components A and B, stir and tap the measuring containers to remove possible air voids. The ingredients in Components A and B shall be thoroughly dispersed such that each component forms a uniform paste. Do not mix more material than can be spread within the pot life from the time mixing operations are started. The spreading rate shall be sufficient to thoroughly coat the surface. Spread the mixed adhesive by brush or roller over blast-cleaned concrete at a rate recommended by the manufacturer. The new concrete shall be placed against the adhesive coating on the old concrete before the adhesive has set. If the adhesive has set and is not tacky prior to placing the new concrete, a new coating of adhesive shall be applied.

95-2.04 RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS

Classification:

This specification covers a high viscosity paste, rapid set epoxy formulated primarily for use in bonding pavement markers to portland cement concrete and asphalt concrete. The adhesive shall meet ASTM Designation: C 881, Type IV, Grade 3, Class B and C except that the gel time may be shorter than 30 minutes. The adhesive shall conform to these requirements and the following.

Characteristics of Combined Components:

All tests shall be performed in conformance with the requirements in California Test 434.

| Property | Requirement |
|--|-------------|
| Gel time, minutes, maximum, at 25°C | 30 |
| Bond Strength to Concrete, Time, minutes (maximum) to reach not less than 1.4 MPa | |
| at 25°C ±1°C | 35 |
| at 10°C ±1°C | 45 |
| Slant Shear Strength | |
| 2 days at 25°C ±1°C, MPa | 7 |
| 14 days at 25°C ±1°C, plus water soak, MPa | 10.5 |
| Tensile Adhesion and Cohesion | |
| Ceramic marker bottom, MPa | 4.8 min. |
| Ceramic marker bottom, including post cure, MPa | 4.8 min. |
| Retroreflective pavement marker bottom, MPa | 3.4 min. |
| Color of mixed epoxy | gray |
| Glass transition temperature, Tg, samples conditioned at 25°C for 24 hours, ASTM Designation: D 4065 | 30°C min. |

Directions for Use:

Components A and B shall be mixed in conformance with the manufacturer's written recommendations. When an automatic proportioning and mixing machine is used, the temperature of the components shall be maintained by indirect heating or cooling, so that the adhesive will meter, mix and extrude properly. The maximum temperature shall be such that after proper mixing no excess adhesive shall flow from under the marker other than that specified in Section 85-1.06, "Placement."

95-2.05 STANDARD SET EPOXY ADHESIVE FOR PAVEMENT MARKERS

Classification:

This specification covers a high viscosity paste standard set epoxy formulated primarily for use in bonding pavement markers to portland cement concrete and asphalt concrete. The epoxy shall meet ASTM Designation: C 881, Type IV, Viscosity Grade 3, Classes B or C, except that the gel time may be shorter than 30 minutes.

Characteristics of Combined Components:

All tests shall be performed in conformance with the requirements in California Test 434.

| Property | Requirement |
|--|-------------|
| Gel time, minutes, maximum, at 25°C | 30 |
| Bond Strength to Concrete, Time (maximum) to reach not less than 1.4 MPa | |
| at 25°C ±1°C | 3.5 hours |
| at 13°C ±1°C | 24 hours |
| Slant Shear Strength | |
| 2 days at 25°C ±1°C, MPa | 7 min. |
| 14 days at 25°C ±1°C, plus water soak, MPa | 10.5 min. |
| Tensile Adhesion and Cohesion | |
| Ceramic marker bottom, MPa | 4.8 min. |
| Ceramic marker bottom, including post cure, MPa | 4.8 min. |
| Reflective pavement marker bottom, MPa | 3.4 min. |
| Color of Mixed Components | gray |
| Glass transition temperature, Tg, samples conditioned at 25°C for 24 hours, ASTM Designation: D 4065 | 30°C min. |

Directions for Use:

Components A and B shall be mixed in conformance with the manufacturer's written recommendations. When an automatic proportioning and mixing machine is used, the temperature of the components shall be maintained by indirect heating or cooling, so that the adhesive will meter, mix and extrude properly. The maximum temperature shall be such that after proper mixing no excess adhesive shall flow from under the marker other than that specified in Section 85-1.06, "Placement."

95-2.06 (BLANK)

95-2.07 (BLANK)

95-2.08 (BLANK)

95-2.09 EPOXY SEALANT FOR INDUCTIVE LOOPS

Classification:

This specification covers a high viscosity liquid epoxy formulated primarily for use in sealing inductive wire loops and leads imbedded in asphalt concrete and portland cement concrete for traffic signal controls and vehicle counters. This epoxy is to be used for repair work on existing spalls, cracks and other deformations in and around saw cuts housing inductor loops and leads. The rapid cure allows minimum traffic delay. This sealant is suitable for use in freeze-thaw areas. The epoxy shall meet ASTM Designation: C 881, Type I, Grade 2 and the following requirements.

Characteristics of Combined Components:

All tests shall be performed in conformance with the requirements in California Test 434.

| Property | Requirement |
|---|-------------|
| Gel time, minutes, maximum | 30 |
| On 3-mm cast sheet, cured 18 hours at 25°C, + 5 hours at 70°C | |
| Tensile Strength, MPa | 2.7 min. |
| Elongation, percent | 90 min. |
| Shore D Hardness | 45 min. |

Directions for Use:

Saw cuts shall be cleaned with compressed air to remove all excess moisture and debris. For repairing damaged saw cuts, all loose spalled material shall be cleaned away from the saw cut, chipping back to sound asphalt concrete or portland cement concrete and all loose material cleaned from loop wires.

The mixing ratio shall be in conformance with the manufacturer's recommendations. No more material shall be mixed than can be used within the gel time from the time mixing operations are started.

When automatic mixing equipment is used for mixing the sealant, the provisions in the twelfth paragraph in Section 85-1.06, "Placement," shall apply.

95-2.10 (BLANK)**95-2.11 EPOXY RESIN ADHESIVE FOR INJECTION GROUTING OF PORTLAND CEMENT CONCRETE PAVEMENTS****Directions for Use:**

Both components and the mixed material shall contain no solvents. The mixing ratio of the components in terms of volume and mass shall be clearly stated. The material shall be suitable for use in the mixing equipment used by the applicator. Epoxy adhesive samples shall be furnished to the Engineer for testing at least 12 days before the expected time of use.

Characteristics of Adhesive:

| Test ^a | California Test | Requirement |
|---|--|-------------|
| Brookfield Viscosity, No. 3 Spindle at 20 rpm, Pa·s at 25°C | 434, Part 4 | 0.9 max. |
| Gel time, minutes | 434, Part 1 | 2 to 15 |
| Slant Shear Strength on Dry Concrete, MPa, after 4 days of cure in air at 25°C ±1°C | 434, Part 5 ^b | 41.4 min. |
| Slant Shear Strength on Wet Concrete, MPa, after 4 days of cure in air at 25°C ±1°C | 434, Part 5 ^b | 21.1 min. |
| Tensile Strength, Mpa | 434, Part 7, except test after 4 days of cure at 25°C ±1°C | 31.0 min. |
| Elongation, % | 434, Part 7, except test after 4 days of cure at 25°C ±1°C | 10 max. |

a The mixing ratio used will be that recommended by the manufacturer.

b For slant shear strength on concrete, delete Sections B-1 and B-5 of California Test 434, Part 5. For dry concrete, use Step "2" below only. For wet concrete, use both Steps "1" & "2":

1 Soak blocks in water for 24 hours at 25°C ±1°C. Remove and wipe off excess water.

2 Mix epoxy as described in California Test 434, Part 1, and apply a coat approximately 250 µm thick to each diagonal surface. Place four 3-mm square pieces of shim stock 305 µm thick on one block to control final film thickness. Before pressing the coated surfaces together, leave the blocks so that the coated surfaces are horizontal until the epoxy reacts slightly to prevent excessive flow.

END OF AMENDMENTS