

**** 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 SAN BERNARDINO COUNTY IN AND
NEAR VIDAL JUNCTION FROM 2.4 KM TO 12.5 KM NORTH OF ROUTE 62/95
SEPARATION**

In District 08 On Route 95

Under

Bid book dated October 20, 2008

Standard Specifications dated 1999

Project Plans approved August 25, 2008

Standard Plans dated 2004

Identified by

Contract No. 08-481704

08-SBd-95-18.1/28.2

Bids Open: November 13, 2008

Dated: October 20, 2008

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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.

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STANDARD PLANS LIST

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

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
A40B	Shoulder Rumble Strip Details – Ground-In Indentations
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
RSP T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
S89	Roadside Formed Single Sheet Aluminum Panel
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

DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS

Bids Open: November 13, 2008

Dated: October 20, 2008

General work description: CONSTRUCT SHOULDERS AND RESTRIPE

The Department will receive sealed bids for CONSTRUCTION ON STATE HIGHWAY IN SAN BERNARDINO COUNTY IN AND NEAR VIDAL JUNCTION FROM 2.4 KM TO 12.5 KM NORTH OF ROUTE 62/95 SEPARATION.

District-County-Route-Kilometer Post: 08-SBd-95-18.1/28.2

Contract No. 08-481704

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 30 working days.

The estimated cost of the project is \$600,000.

No prebid meeting is scheduled for this project.

The Department will receive bids until 2:00 p.m. on the bid open date at 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692. 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 October 20, 2008

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

08-481704

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	015237	TEMPORARY FENCE (TYPE WILDLIFE)	M	915
2	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM
3 (S)	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
4	015238	NON-NATIVE PLANT PRECLUSION	LS	LUMP SUM
5	074029	TEMPORARY SILT FENCE	M	360
6 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
7 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
8 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2
9 (S)	150704	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	7920
10 (S)	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	800
11 (S)	150722	REMOVE PAVEMENT MARKER	EA	1180
12	152390	RELOCATE ROADSIDE SIGN	EA	2
13	160101	CLEARING AND GRUBBING	LS	LUMP SUM
14	190101	ROADWAY EXCAVATION	M3	1300
15 (S)	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM
16 (S)	203016	EROSION CONTROL (TYPE D)	M2	4620
17	390102	ASPHALT CONCRETE (TYPE A)	TONN	1150
18	015239	SHOULDER AND CENTERLINE RUMBLE STRIP (ASPHALT CONCRETE, GROUND-IN INDENTATION)	STA	60
19	395501	LIQUID ASPHALT, MC-70 (PRIME COAT)	TONN	5
20 (S)	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	29 400

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
21 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1480

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 30 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 \$5,000 per day starting on the 1st day after exceeding 30 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
390102	ASPHALT CONCRETE (TYPE A)
395501	LIQUID ASPHALT, MC70 (PRIME COAT)

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

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

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

$$A = 0.90 (1.1023) (I_u/I_b - 1.10) I_b$$

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

$$A = 0.90 (1.1023) (I_u/I_b - 0.90) I_b$$

- D. Where:

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

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

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

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

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

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

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

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 \$5,000
- B. Lead Compliance Plan \$5,000

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

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

5-1.04 PROJECT INFORMATION

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Standard Specifications and these special provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," and Section 6-2, "Local Materials," of the Standard Specifications. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

Information included in the Information Handout provided to bidders and contractors is as follows:

- A. California Department of Fish and Game 1602 Streambed Alteration Agreement
- B. United States Fish and Wildlife Service Not Likely to Adversely Affect Concurrence for Desert Tortoise
- C. United States Bureau of Land Management Right-of-Way Grant

Cross sections are available in electronic copy.

The District Office in which the work is situated is located at 464 West 4th Street, San Bernardino, CA 92401-1400.

5-1.05 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement are available for inspection at the office of the District Director of Transportation at 464 W. 4th Street, MS 822, San Bernardino, CA 92401-1400.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1602.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.06 ENDANGERED SPECIES AND WILDLIFE PROTECTION

SUMMARY

This work includes protecting endangered species and other wildlife from harm resulting from construction work. This project is within or near endangered species habitat. Comply with the laws, rules, regulations, and conditions regarding the endangered species in this specification.

The Department of Transportation will provide a qualified or authorized biologist for all environmental monitoring required for this project.

DEFINITIONS

Authorized biologist: A person authorized by the United States Fish and Wildlife Service to handle the endangered species on this project. The authorized biologist is also a qualified biologist.

Construction zone: The project's construction footprint, temporary haul and access roads, staging/storage areas, and batch plants, your yards, water tanks, staging and storage areas, vehicle and equipment parking and maintenance areas, and batch plants; both onsite and offsite, located within 100 m of habitat.

Endangered species: Any animal species listed or nominated for listing as protected, threatened, or endangered; or identified as a species of special concern by the California Department of Fish and Game and the United States Fish and Wildlife Service. The endangered species Desert Tortoise may be located on or adjacent to this project.

Habitat: Undeveloped areas adjacent to the construction footprint containing wildlife and predominantly native plants.

Qualified Biologist: A person, approved by the United States Fish and Wildlife Service, with appropriate education, training and experience to conduct endangered species surveys, monitor project activities, provide worker education programs, and supervise or perform similar implementing actions.

Take: Harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, collecting, unauthorized moving of an endangered species, or attempting to engage in any such activity.

Worker: Your employee, representative, subcontractor, consultant, vendor, maintenance personnel, or material supplier on the project site for more than one day.

SUBMITTALS

You must notify the Engineer:

1. At least 5 days before each activity for which a biologist is required.
2. At least 10 days prior to the start or resumption of any construction activities.
3. At least 3 working days in advance of any activity that disturbs soil.
4. Within 3 working days after a new worker arrives on the job site.

REGULATORY REQUIREMENTS

The Fish and Game Code §2080 and §2081. Penalties for unauthorized take of an endangered species included fines up to \$50,000, imprisonment up to one year, or both.

MATERIALS

Trash containers

You must provide closeable trash containers.

CONSTRUCTION

Training

The Department of Transportation will provide the "Caltrans Information Brochure: Protection of the Desert Tortoise Limited Scope Projects" and provide endangered species training to all workers.

Discovery of endangered species

If an endangered species is discovered during the preconstruction sweep or during construction activities, you must immediately halt work within 15 m of the endangered species and notify the Engineer.

Endangered species avoidance measures

You must not move equipment or materials on site or begin work until a preconstruction sweep has been completed. You must not begin other construction activities prior to installation of the temporary wildlife fence unless a full time qualified biologist is present.

The Engineer may direct a Department of Transportation biologist to redirect your operations where necessary to avoid harm to the endangered species. This includes, but is not limited to, fencing, core drilling, sampling, material drops, or any movement of equipment.

On site construction operations are restricted to the immediate project footprint and other designated work areas shown on the plans, except as authorized in writing by the Engineer. Avoid entering or damaging habitat located within 50 meter of any off site operations including batch plants, borrow sites, and haul roads.

Before leaving the project area at the end of each work shift, fence or cover all tortoise hazards on the project site.

You must locate all temporary haul and access roads, staging/storage areas, batch plants, the Contractor yards, water tanks, vehicle and equipment parking and maintenance areas; both onsite and offsite, away from habitat.

You must use only disturbed areas, such as existing turnouts or parking areas, for construction staging areas, equipment maintenance, fueling, storage facilities, and batch plants. Do not work in any other area without authorization by the Engineer.

Avoid killing or injuring any wildlife within the habitat or that crosses into the construction zone, except as required for the immediate safety of project personnel.

Notify the Engineer of any wildlife killed or injured by construction activities or your employees in the course of work.

Notify the Engineer, and monitor the movement of the rattlesnake if a rattlesnake or beehive is found within the construction area. Remove workers from the immediate area. Bees and rattlesnakes may be relocated by personnel trained in these skills.

Endangered species protection litter control

This litter control specification will supplement all solid waste management best management practices required for water pollution control.

You must maintain an endangered species protection litter control program throughout the life of the contract. Place at least one trash container at your yard and at each major construction zone. Place trash containers no more than 500 meter apart. Remove all remnants of food, food packaging, and food wrappers, and place this debris in trash containers by the end of each work shift.

Keep trash containers closed and covered at all times. Empty trash containers before they reach 75% of capacity, but no less than once per week. All workers must dispose of food scraps, wrappers, cans, bottles, cigarette butts, and related debris in trash cans.

Workers who are unable to use the trash cans due to the location or type of work being performed must secure their trash in orange plastic bags and deposit the bags in trash cans at the end of their work shift.

Storage of AC grindings and concrete waste

Asphaltic -concrete waste and grindings must be stored only within previously disturbed areas, in accordance with the contract requirements. Do not store asphaltic -concrete waste or grindings within 50 meter of any culvert, wash, or stream crossing.

Time extension

If suspension of a work activity is ordered by the Engineer due to an encounter with an endangered species and if, in the opinion of the Engineer, your current controlling operation is delayed or interfered with by reason of the suspension, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Full compensation for endangered species and wildlife protection is included in the contract price paid per meter for Temporary Fence (Type Wildlife) and no additional compensation will be allowed.

5-1.07 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

This project lies within the boundaries of the Colorado 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 determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of the permits, or Federal or State law, regulations, or requirements. Funds will be withheld by the Department until final disposition of penalties has been made. The Contractor shall remain liable for the full amount of penalties until they are finally resolved with the entity seeking the penalties.

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 be liable for interest on the amount withheld for the period of the withhold. The interest rate payable shall be 6 percent per annum.

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.

5-1.08 RESOURCE AGENCY REQUIREMENTS

A portion of this project is located within the jurisdiction of the United States Fish and Wildlife Service and United States Bureau of Land Management (referred to in this special provision as "resource agencies)." The Department has entered into an agreement for a Not Likely to Adversely Affect Concurrence for Desert Tortoise and a Right-of-Way Grant for this project. The Contractor shall be fully informed of the requirements and all rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Attention is directed to "Project Information" of these special provisions regarding environmental permits, agreements or additional information.

Attention is directed to United States Fish and Wildlife Service and United States Bureau of Land Management of these special provisions regarding related environmental permits, agreements, requirements or additional information.

The Contractor's attention is directed to the following terms or conditions that are among those established by the resource agencies for this project:

- A. United States Fish and Wildlife Service Not Likely to Adversely Affect Concurrence for Desert Tortoise
- B. United States Bureau of Land Management Right-of-Way Grant

Modifications to the Not Likely to Adversely Affect Concurrence for Desert Tortoise and Right-of-Way Grant between the Department and resource agencies that are proposed by the Contractor shall be submitted in writing to the Engineer for consideration for transmittal to the resource agencies for their consideration.

No work shall be performed which is inconsistent with the original Not Likely to Adversely Affect Concurrence for Desert Tortoise and Right-of-Way Grant or proposed modification prior to receiving written approval from the Engineer. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Resource Agency(s) and the Engineer, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1602.

It is unlawful for any person to obstruct, change or modify the natural topography of public lands without first notifying the United States Bureau of Land Management unless the project or activity is noticed and constructed in conformance with conditions of the Federal Land Policy and Management Act of 1976.

The provisions of this section and approved modifications shall be made a part of every subcontract executed pursuant to this contract.

5-1.09 BIOLOGICAL MONITOR

The Department of Transportation will provide a qualified or authorized biologist for all biological monitoring that may be required on this project.

"Biologist" or "Monitor" referenced in these specifications refers to the biologist provided by the Department of Transportation. The Contractor shall request this service from the Engineer at least 5 days prior to the initial performance of work activities.

DEFINITIONS

Qualified biologist: a person, approved by the United States Fish and Wildlife Service, with appropriate education, training and experience to conduct endangered species surveys, monitor project activities, provide worker education programs and supervise or perform other implementing actions.

Authorized biologist: a person, approved by the United States Fish and Wildlife Service, authorized to handle desert tortoise in addition to performing the duties of a qualified biologist.

Endangered species: any animal species listed or nominated for listing as protected, threatened, or endangered by the California Department of Fish and Game and the United States Fish and Wildlife Service.

5-1.10 NON-NATIVE PLANT PRECLUSION

Non-native Plant Preclusion shall consist of protecting the construction site and natural habitats against contamination from non-native seeds and plants. The Contractor shall guard against the contamination of soil and the unplanned importation of non-native seeds and plant material into the construction site.

Attention is directed to "Construction Site Management" of these special provisions regarding vehicle and equipment cleaning.

Attention is directed to "Control of Materials" in the standard specifications regarding the source of supply, inspection of materials, certificates of compliance, and local materials.

The Contractor shall clean all equipment and vehicles with water to remove dirt, seeds, vegetative material, or other debris before entering the project site.

PAYMENT

The contract lump sum price paid for Non-native Plant Preclusion shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in cleaning equipment and conforming to the requirements of this specification, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

5-1.11 PRESERVATION OF HABITAT AND WILDLIFE

The term "habitat" in these specifications refers to natural areas located within and adjacent to the right-of-way.

The term "wildlife" in these special provisions, refers to any non-domestic mammal, bird, amphibian, or reptile indigenous to California or that is listed by the California Department of Fish and Game or United States Fish and Wildlife Service as a sensitive, threatened, or endangered species.

The term "native plant" in these special provisions, refers to any tree, shrub, cactus, or other plant that is native and endemic to the region, or that is identified by the California Department of Fish and Game, United States of Fish and Wildlife Service, or identified in the California Native Desert Plant Act as a sensitive, threatened, or endangered species.

The project site is located adjacent to habitat in which wildlife and native plants may occur. The Contractor may request the assistance of the District Biologist in determining habitat limits by submitting his request, in writing, to the Engineer prior to start of ground-disturbing activities.

The Contractor shall avoid entering or damaging habitat located within environmentally sensitive areas and areas outside the project footprint. The Contractor's operations shall be limited to the immediate project footprint and other designated work areas shown on the plans, except as authorized in writing by the Engineer.

Construction staging areas, equipment maintenance, fueling, and storage facilities, and batch plants shall be located away from all habitat, adjacent to and outside the project area. Only previously disturbed areas, such as existing turnouts or parking areas, may be used for construction staging areas, equipment maintenance, fueling, storage facilities, and batch plants. Work in any other area shall not be permitted without prior, written authorization by the Engineer.

The Contractor shall avoid killing or injuring any wildlife within the habitat or that crosses into the work area, except as required for the immediate safety of project personnel. The Contractor shall notify the Engineer of any wildlife killed or injured by construction activities or the Contractor's employees in the course of work.

If a rattlesnake or beehive is found within the construction area, the Contractor shall remove his employees from the immediate area, notify the Engineer, and monitor the movement of the rattlesnake.

RESTORATION OF DAMAGED NATIVE HABITAT

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Native trees, and native shrubs, cacti, and other native plants (native plants) located outside of the Temporary Wildlife Fence, that are listed or shown on the Native Tree and Plant Inventory, that are not to be removed as shown on the plans or specified in these special provisions, and that are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with Section 7-1.11 "Preservation of Property" of the Standard Specifications.

Native trees shall be planted at a ratio of ten new trees for each tree injured or damaged. Native plants shall be planted at a ratio of ten new native plants for each native plant injured or damaged.

Unless otherwise noted in this specification, the minimum size of native tree replacement shall be No. 5 container. The minimum size of native plant replacement shall be 100mm pot.

Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Replacement trees shall be installed with 25 grams of polyacrylamide crystals for each No. 5 tree. Replacement shrubs, cacti, and other plants shall be installed with 10 grams of polyacrylamide crystals for each 100 mm pot. Polyacrylamide crystals shall be mixed thoroughly into the backfill mix for each plant.

Damaged or injured native plants shall be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of native plants and trees shall be performed within 30 days of injury or damage but not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

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 $\frac{2}{\text{mm}}$	SIZE TO BE SUBSTITUTED $\frac{2}{\text{inch}} \times 100$
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 Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

SUBSTITUTION TABLE FOR IRRIGATION
COMPONENTS

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

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

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

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 953 (70 mm x 114 mm)
3. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
4. 3M Series 290 (89 mm x 100 mm)
5. 3M Series 290 PSA, with pressure sensitive adhesive pad (89 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)
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 (6 months 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 (6 months 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 Asphalt Concrete Surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Asphalt Concrete 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
10. Three D Traffic Works "Boomerang" ID No. 522053W

Lane Separation System

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Recycled Technology, Inc. "Safe-Lane System"
4. Dura-Curb System

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

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. The Line Connection, Model DP21-4Q
7. Three D Traffic Works ID No. 531702W and TD 5200
8. 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 with CFGRBK300 Mounting Bracket

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

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 Only

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

8-1.03 SLAG AGGREGATE

Air-cooled iron blast furnace slag shall not be used to produce aggregate for:

- A. Structure backfill material.
- B. Pervious backfill material.
- C. Permeable material.
- D. Reinforced or prestressed portland cement concrete component or structure.
- E. Nonreinforced portland cement concrete component or structure for which a Class 1 Surface Finish is required by the provisions in Section 51-1.18B, "Class 1 Surface Finish," of the Standard Specifications.

Aggregate produced from slag resulting from a steel-making process shall not be used for a highway construction project except for the following items:

- A. Imported Borrow.
- B. Aggregate Subbase.
- C. Class 2 Aggregate Base.
- D. Asphalt Concrete.

Steel slag to be used to produce aggregate for aggregate subbase and Class 2 aggregate base shall be crushed so that 100 percent of the material will pass a 19-mm sieve and then shall be control aged for a period of at least 3 months under conditions that will maintain all portions of the stockpiled material at a moisture content in excess of 6 percent of the dry mass of the aggregate.

A supplier of steel slag aggregate shall provide separate stockpiles for controlled aging of the slag. An individual stockpile shall contain not less than 9075 tonnes nor more than 45 350 tonnes of slag. The material in each individual stockpile shall be assigned a unique lot number and each stockpile shall be identified with a permanent system of signs. The supplier shall maintain a permanent record of the dates on which stockpiles are completed and controlled aging begun, of the dates when controlled aging was completed, and of the dates tests were made and the results of these tests. Moisture tests shall be made at least once each week. No credit for aging will be given for the time period covered by tests which show a moisture content of 6 percent or less. The stockpiles and records shall be available to the Engineer during normal working hours for inspection, check testing and review.

The supplier shall notify the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819, when each stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

The supplier shall provide a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Each stockpile or portion of a stockpile that is used in the work will be considered a lot. The Certificates of Compliance shall state that the steel slag aggregate has been aged in a stockpile for at least 3 months at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Steel slag used for imported borrow shall be weathered for at least 3 months. Prior to the use of steel slag as imported borrow, the supplier shall furnish a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall state that the steel slag has been weathered for at least 3 months.

Each delivery of aggregate containing steel slag for use as aggregate subbase or Class 2 aggregate base shall be accompanied by a delivery tag for each load which will identify the lot of material by stockpile number, where the slag was aged, and the date that the stockpile was completed and controlled aging begun.

Air-cooled iron blast furnace slag or natural aggregate may be blended in proper combinations with steel slag aggregate to produce the specified gradings, for those items for which steel slag aggregate is permitted, unless otherwise provided.

Aggregate containing slag shall meet the applicable quality requirements for the items in which the aggregate is used.

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portion of the aggregate or between blends of different aggregates.

No aggregate produced from slag shall be placed within 0.3-m, measured in any direction, of a non-cathodically protected pipe or structure unless the aggregate is incorporated in portland cement concrete pavement, in asphalt concrete, or in treated base.

When slag is used as aggregate in asphalt concrete, the K_c factor requirements, as determined by California Test 303, will not apply.

Slag aggregate used for embankment construction shall not be placed within 0.46-m of finished slope lines, measured normal to the plane of the slope.

If steel slag aggregates are used to make asphalt concrete, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the 4.75-mm sieve may consist of iron blast furnace slag aggregates or natural aggregates, or a combination thereof. If iron blast furnace aggregates or natural aggregates or a combination thereof are used in the mix, each type of aggregate shall be fed to the drier at a uniform rate. The rate of feed of each type of aggregate shall be maintained within 10 percent of the amount set. Adequate means shall be provided for controlling and checking the accuracy of the feeder.

In addition to the requirements of Section 39-3.01, "Storage," of the Standard Specifications, steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

Asphalt concrete produced from more than one of the following shall not be placed in the same layer: steel slag aggregates, iron blast furnace slag aggregates, natural aggregates or any combination thereof. Once a type of aggregate or aggregates is selected, it shall not be changed without prior approval by the Engineer.

If steel slag aggregates are used to produce asphalt concrete, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of asphalt concrete to be paid for will be reduced. The stabilometer test specimen will be fabricated in conformance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in conformance with Method C of California Test 308. The pay quantity of asphalt concrete will be determined by multiplying the quantity of asphalt concrete placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen. Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

SECTION 8-2. (BLANK)

SECTION 8-3. (BLANK)

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

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

Temporary Fence (Type Wildlife) shall be installed as a first order of work.

No work shall be performed prior to installation of the Temporary Fence (Type Wildlife) unless a biologist is present.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions .

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.

At the end of each working day if a difference in excess of 0.05 meter 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.

Within 15 working days after approval of the contract, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor 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 (Type D)," of these special provisions.

10-1.02 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.

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.

10-1.03 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 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 Silt Fence
- B. Wind Erosion Control
 1. Construction Site Management

C. Non-Storm Water Management

1. Construction Site Management

D. Waste Management and Materials Pollution Control

1. 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 (Type D)

Within 5 days after contract approval, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Contractor shall allow 5 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 3 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 4-1.03, "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>

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 August 1 and October 1, and between November 1 and May 1.

During the defined rainy season, the active disturbed soil area of the project site shall be not more than 0.6 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, 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, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly progress estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare 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.

10-1.04 TEMPORARY FENCE (TYPE WILDLIFE)

Summary

This work includes installing, maintaining, and removing Temporary Fence (Type Wildlife) "wildlife fence" to protect habitat and endangered species from Contractor operations.

Install wildlife fence on the perimeter of all support areas and as shown on the plans.

Definitions

Support areas: Your yards, water tanks, staging and storage areas, vehicle and equipment parking, and maintenance areas, and batch plants; both onsite and offsite, located within 100 meter of habitat.

Habitat: Undeveloped areas with predominantly native plants that may contain wildlife and endangered species.

Qualified biologist: A person, approved by the United States Fish and Wildlife Service, with appropriate education, training and experience to conduct endangered species surveys, monitor project activities, provide worker education programs and supervise or perform similar implementing actions.

Reach: A continuous run of Wildlife fence from end to end or from an end to an opening, including joined panels.

Submittals

You must submit fence posts, post caps and fabric for approval a minimum 5 days prior to installation. The Engineer will have 3 days to examine the submitted materials.

MATERIALS

Wildlife fence must be constructed of fence fabric, fence polls, and connectors.

Fence fabric

Fence fabric must consist of a wire mesh hardware cloth

Specification	Requirements
Width, inches, min.	0.9 m
Wire mesh	1.16 mm
Mesh shape	Horizontal rectangle
Mesh size	25mm x 50mm

Posts

Posts for wildlife fence must be steel and shall have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads. The steel posts shall have a minimum weight of 1.2 kg/m and a minimum length of 1.2 meter. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap that fits snugly to the steel post.

Posts must conform to the provisions in Section 80-3.01A, "Metal Posts and Braces," of the Standard Specifications.

Fasteners shall be guy wire and hog rings. Fasteners must conform to Section 80.4.01C, "Fences," of the Standard Specifications, unless otherwise indicated in the project plans or this specification.

Tie wire shall be a minimum of 2.3mm.

CONSTRUCTION

Installation

You must install wildlife fence before any vegetation clearing, move in of equipment, demolition, or other ground disturbing activity. Prior to installation of the wildlife fence, a qualified biologist must be present at all times that the Contractor has vehicles or equipment in support areas.

Do not install wildlife fence unless a qualified biologist is present. Fence installed without a biologist present will be rejected in accordance with Section 5-1.08 Inspection of the Standard Specifications.

Install wildlife fence as follows:

As shown on the project plans

Between habitat and the Contractor's operations

Unobstructed from view of the construction zone

In accordance with the project plans.

In reaches not to exceed 150 meter.
Located to avoid all tortoise burrows.

The base of the fence must not deviate from the ground contour by more than 1/3 of the fence height.

The trench side of the fence shall face the habitat.

Posts shall be a maximum of 3 meter apart.

Tie post tops together with a minimum of 2 wraps of tie wire.

Fold fence wire mesh toward the habitat and fasten the folded mesh to the ground. Installed, the Wildlife fence must be a minimum 0.45 meter high.

Instead of folding the fence, you may bury the bottom of the fence a minimum of 100mm and tamp the backfill material so that the trench contour is level with the adjacent ground surface.

Tie red, plastic flags to the fence top at maximum 6 meter intervals.

Overlap ends, cuts, and openings of wire mesh fabric a minimum of 150mm.

You must inspect the wildlife fence daily

Damaged wildlife fence shall be repaired or replaced the same day the fence is damaged.

You must remove sediment buildup from behind wildlife fence before it reaches 1/3 the height of the fence.

Deposit removed sediment in disturbed areas of the right of way in a location and manner that will minimize wind and water erosion. Do not place sediment within 46 meter of a culvert, wash, or stream crossing, in areas exposed to high wind, or on slopes exceeding 3:1. Do not place sediment in habitat.

When ordered by the Engineer, the removal of sediment from wildlife fence shall be paid for as extra work.

Do not remove wildlife fence unless a qualified biologist is present.

You may remove the wildlife fence only after all other construction activities have been completed that involve equipment or vehicles. You must remove the wildlife fence before the final walk through and project acceptance.

Dispose of fence materials in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

You may not trim the fence fabric and leave it in place instead of removing the entire fence.

You must backfill, repair, and grade flush all ground disturbances related to installation and removal of the wildlife fence.

MEASUREMENT AND PAYMENT

Temporary Fence (type wildlife) will be measured and paid for in the same manner specified for permanent chain link fence in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for Temporary Fence (Type Wildlife) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, installing, and removing complete in place, fence fabric, tension wire, tie wire and hog ring wires, metal posts as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment shall be allowed for Temporary Fence (Type Wildlife) under Section 4-1.03B "Increased or Decreased Quantities" of the Standard Specifications."

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, asphalt concrete 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 or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete 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 or asphalt concrete 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 asphalt concrete 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. Asphalt concrete 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 TEMPORARY SILT FENCE

Temporary silt fence shall be furnished, installed, 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 silt fence shall be one of the water pollution control practices for sediment control. The SWPPP shall include the use of temporary silt fence.

MATERIALS

Temporary silt fence shall either be prefabricated or constructed with silt fence fabric, posts, and fasteners.

Silt Fence Fabric

Silt fence fabric shall be geotextile manufactured from woven polypropylene or polymer material. Silt fence fabric may be virgin, recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer 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).

Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, min.	900
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632*	0.55
Elongation, percent minimum in each direction ASTM Designation: D 4632*	15
Permittivity, 1/sec., min. ASTM Designation: D 4491	0.05
Flow rate, liters per minute per square meter, min. ASTM Designation: D 4491	400
Ultraviolet stability, percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering method)	70

* or appropriate test method for specific polymer

Posts

Posts for temporary silt fence shall be one of the following:

1. Untreated fir or pine, a minimum of 34 mm x 40 mm in size, and 1.2 m in length. One end of the post shall be pointed.
2. Steel and have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads. The steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.2 m. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap which fits snugly to the steel post. The Contractor shall submit to the Engineer for approval a sample of the capped steel post before installation.

Fasteners

Fasteners for attaching silt fence fabric to posts shall be as follows:

1. When prefabricated silt fence is used, posts shall be inserted into sewn pockets.
2. Silt fence fabric shall be attached to wooden posts with nails or staples as shown on the plans or as recommended by the manufacturer or supplier. Tie wire or locking plastic fasteners shall be used to fasten the silt fence fabric to steel posts. Maximum spacing of fasteners shall be 200 mm along the length of the steel post.

INSTALLATION

Temporary silt fence shall be installed parallel with the slope contour in reaches not to exceed 150 m. A reach is considered a continuous run of temporary silt fence from end to end or from an end to an opening, including joined panels. Each reach shall be constructed so that the elevation at the base of the fence does not deviate from the contour more than 1/3 of the fence height.

The silt fence fabric shall be installed on the side of the posts facing the slope. The silt fence fabric shall be anchored in a trench as shown on the plans. The trench shall be backfilled and mechanically or hand tamped to secure the silt fence fabric in the bottom of the trench.

Mechanically pushing 300 mm of the silt fence fabric vertically through the soil may be allowed if the Contractor can demonstrate to the Engineer that the silt fence fabric will not be damaged and will not slip out of the soil resulting in sediment passing under the silt fence fabric.

The maximum post spacing may be increased to 3 m if the fence is reinforced by a wire or plastic material by prefabrication or by field installation. The field-assembled reinforced temporary silt fence shall be able to retain saturated sediment without collapsing.

Temporary silt fence shall be joined as shown on the plans. The tops of the posts shall be tied together by minimum of 2 wraps of tie wire of a minimum 1.5-mm diameter. The silt fence fabric shall be attached to the posts at the joint as specified in these special provisions.

When no longer required as determined by the Engineer, temporary silt fence 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. Trimming the silt fence fabric and leaving it in place will not be allowed.

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

MAINTENANCE

Temporary silt fence shall be maintained to provide a sediment holding capacity of approximately 1/3 the height of the silt fence fabric above ground. When sediment exceeds this height 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 silt fence shall be repaired or replaced the same day the damage occurs. Damage to the temporary silt fence resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

MEASUREMENT AND PAYMENT

Quantities of temporary silt fence to be paid for will be determined by the meter, measured parallel with the ground slope along the line of the installed temporary silt fence, deducting the widths of openings.

The contract price paid per meter for temporary silt fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary silt fence, complete in place, including trench 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.

10-1.07 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.

10-1.08 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.

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.

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 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

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

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

10-1.09 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 10 minutes.

Unless approved by the Engineer, the maximum length of a single stationary lane closure shall be 3.0 km.

Unless approved by the Engineer, not more than one stationary lane closures will be allowed at one time. Concurrent stationary closures shall be spaced no closer than 2.0 km apart.

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 3.3 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.

Special Days are: Martin Luther King Day, Lincoln's Birthday, Good Friday through Easter Sunday, Cesar Chavez Day, Columbus Day, and December 26th through December 31st. No closure is allowed on these 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
							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 P.M.									
xx	The full width of the traveled way shall be open for use by public traffic.									
H	Designated Legal Holiday									
SD	Special Day									

Chart No. 1																									
EA#: 08-481701																									
Conventional Highway Lane Requirements																									
County: SBD							Route/Direction: 95/ NB & SB							KP: 18.1-28.2											
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								
Fridays						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								
Sundays						R	R	R	R	R	R	R	R	R	R	R	R								
Legend:																									
R	Provide at least one through traffic lane, not less than 10 feet in width, for use by both directions of travel (Reversing Control)																								
□	Work permitted within project right of way where shoulder or lane closure is not required.																								
REMARKS:																									
1. Closures shall not be made during special events.																									
2. The closure starts with the first cone down and ends with the last cone picked up. No closure sign(s) shall be exposed to traffic more than 30 minutes before or after a closure, except as otherwise indicated in the special provisions.																									
3. Maximum closure length to be under 2.4 kilometers.																									

10-1.10 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.

10-1.11 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

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

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.

Additional advance flaggers will be required.

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.

10-1.12 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. Lane line or centerline pavement delineation shall be provided for traveled ways open to public traffic.

Work necessary, including required lines or markers, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. 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 and removable traffic tape that conflicts with a new traffic pattern or that is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Temporary pavement delineation shall be used on or adjacent to lanes open to public traffic for a maximum of 14 days. 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, additional temporary pavement delineation shall be provided by the Contractor at no additional cost to the Department. 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.

Painted traffic stripe used for temporary delineation shall conform to Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications, except for payment. The number of coats shall be, at the option of the Contractor, either one or 2 coats. The quantity of painted traffic stripe used for temporary delineation will not be included in the quantities of paint traffic stripe to be paid for.

TEMPORARY CENTERLINE DELINEATION

When centerlines are obliterated, the minimum centerline delineation to be provided 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 centerline the markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary centerline delineation consisting entirely of temporary pavement markers shall be placed on longitudinal intervals of not more than 7.3 m.

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.

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

Full compensation for furnishing, placing, maintaining, and removing signing specified for "no passing" zones shall be considered as included in the contract prices paid for the items of work that obliterated the centerline pavement delineation and no separate payment will be made therefor.

10-1.13 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. Messages displayed on the portable changeable message signs shall be as specified on the plans and shall conform to Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications and "Maintaining Traffic" of these special provisions."

A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

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.

10-1.14 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 "Order of Work" of these special provisions.

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

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

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

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

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

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

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

10-1.15 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.

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 traffic stripe contains lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Yellow thermoplastic traffic stripe exists from Station 181+50 to Station 282+00. Residue produced from the removal of yellow thermoplastic contains heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and Title 22 of the California Code of Regulations. The Contractor shall assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Yellow thermoplastic may produce toxic fumes when heated.

The removed yellow thermoplastic shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 20 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements to test the yellow thermoplastic residue as required by the disposal facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead by EPA Method 6010B and Chromium by EPA Method 7000 series, (2) Soluble Lead and Chromium by California Waste Extraction Test, and (3) Soluble Lead and Chromium by Toxicity Characteristic Leaching Procedure. From the first 222 gallons of waste, or portion thereof if less than 222 gallons of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed individually. Samples shall not be composited. From each additional 888 gallons of waste, or portion thereof if less than 888 gallons are produced, a minimum of one additional random sample shall be taken and analyzed. Each sample shall be homogenized prior to analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses shall then be taken. This aliquot shall be homogenized a second time and the total and soluble (if necessary) run on this aliquot. The homogenization process shall not include grinding of the samples. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of yellow thermoplastic traffic stripe. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program for all analyses to be performed. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

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

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

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

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

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic traffic stripe, the removed residue, including dust, shall be contained and collected immediately. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic traffic stripe to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow thermoplastic traffic stripe residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste," composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic," the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured fenced enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow thermoplastic traffic stripe residue is transported to a Class 1 disposal facility as a hazardous waste, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

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

The contract lump sum price paid for Lead Compliance Plan (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.

Full compensation for providing a written work plan for the removal, storage, and disposal of yellow thermoplastic traffic stripe shall be considered as included in the contract prices paid per meter for remove yellow thermoplastic traffic stripe and no separate payment will be made therefor.

RELOCATE ROADSIDE SIGN

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

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

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

10-1.16 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.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.17 EARTHWORK

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

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

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

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

10-1.18 EROSION CONTROL (TYPE D)

Erosion control (Type D) includes applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities. Erosion control (Type D) must comply with Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

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

Before applying erosion control materials, prepare soil surface under Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width must be leveled. Remove vegetative growth, temporary erosion control materials, and other debris from areas to receive erosion control.

Before applying erosion control materials, the Engineer designates the ground location of erosion control (Type D) 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 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 are not 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)
Achnatherum hymenoides (Rice Grass)	70	10
Baileya multiradiata (Desert Marigold)	50	1
Eriogonum fasciculatum var polyfolium (California Buckwheat)	70	4
Oenothera californica (California Evening Primrose)	70	1.5
Phacelia campanularia (California Bluebells)	70	2.5

*Seed produced in California only.

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.

Stabilizing Emulsion

Stabilizing emulsion must comply with Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion:

1. Must be in a dry powder form
2. Must be a processed organic adhesive used as a soil tackifier
3. May be reemulsifiable

APPLICATION

Apply erosion control materials in separate applications in the following sequence:

1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Seed	19
Fiber	1700

2. Apply the following mixture with hydro-seeding equipment at the corresponding rates:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	1700
Stabilizing Emulsion (Solids)	50

The ratio of total water to total stabilizing emulsion in the mixture must be as recommended by the manufacturer. The Engineer may change the rates of erosion control materials to meet field conditions.

MEASUREMENT AND PAYMENT

Erosion control (Type D) will be measured by the square meter or by the hectare, whichever is designated in the Engineer's Estimate. The area will be calculated on the basis of actual or computed slope measurements.

The contract price paid per square meter or hectare for erosion control (Type D) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying erosion control (Type D) complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.19 ASPHALT CONCRETE

GENERAL

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A asphalt concrete shall be Grade PG-64-28 conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

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

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

RECLAIMED ASPHALT PAVEMENT

The Contractor may produce asphalt concrete using reclaimed asphalt pavement (RAP). Asphalt concrete produced using RAP shall conform to the provisions for asphalt concrete in this section, "Asphalt Concrete," and these special provisions. The Contractor may substitute RAP for a portion of the virgin aggregate in asphalt concrete in an amount not exceeding 15 percent of the asphalt concrete dry aggregate mass.

RAP shall be processed from asphalt concrete removed from pavement surfaces. RAP shall be stored in stockpiles on smooth surfaces free of debris and organic material. RAP stockpiles shall consist only of homogeneous RAP. The Contractor may process and stockpile RAP throughout the project's life. Processing and stockpiling operations shall prevent material contamination and segregation.

The Contractor shall determine the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP in conformance with the requirements in California Test 367 amended by Lab Procedure-9 (LP-9), "Asphalt Concrete Using Up To 15% Reclaimed Asphalt Pavement (RAP)." LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/fpmlab.htm>

At least 21 days before starting production of asphalt concrete using RAP, the Contractor shall submit a proposed asphalt concrete mix design in writing to the Engineer. The mix design submittal shall consist of the following:

A. RAP:

1. Processed stockpile locations.
2. LP-9 test results.
3. Correlation factor for aggregate gradations from California Test 382 and LP-9.
4. Three 32-kg samples of processed RAP representing the material to be used. The three samples shall be split from the sample the Contractor uses to determine the mix design. The Contractor shall obtain and split the samples in conformance with the requirements in California Test 125 and LP-9.
5. The substitution rate for virgin aggregate and percent RAP.

B. Virgin aggregate and supplemental fine aggregate blend:

1. Percent passing values for each sieve size.
2. Aggregate quality tests results.
3. Each aggregate source to be used including producer, location, and California Mine Identification number.
4. Percentage of each aggregate stockpile, cold feed, and hot bin to be used.
5. Gradation of each aggregate stockpile, cold feed, and hot bin to be used.

C. Asphalt binder:

1. Source.
2. Material Safety Data Sheets.

D. Antistrip additives, if used:

1. Name of product.
2. Name of manufacturer.
3. Manufacturer's designation and proposed rate.
4. Location and method of addition.
5. Material Safety Data Sheets.

E. Asphalt concrete:

1. A completed mix design that reflects the percent of RAP to be used including the electronic worksheet identified in LP-9.
2. In graphical format, stability and air voids versus asphalt binder percentage of asphalt in conformance with the requirements in CTM 367.

Asphalt concrete production using RAP shall not begin until the Engineer approves the mix design. If the Engineer fails to review the mix design in 21 days, and if, in the opinion of the Engineer, work completion is delayed as a result of the failure to review, the Engineer will adjust payment and contract time in conformance with the requirements in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

If proposing a change in the RAP substitution rate, the Contractor shall notify the Engineer. If the substitution rate changes more than 5 percent by dry aggregate mass in the asphalt concrete mixture, the Contractor shall submit a new mix design.

The aggregate gradation for the asphalt concrete produced with RAP shall be calculated based on the mathematical combination of the virgin aggregate gradation during production and the daily RAP gradation. RAP shall be sampled and gradation shall be determined in conformance with the requirements in LP-9. RAP gradations shall be:

- A. Determined daily by the Contractor.
- B. Used for the mathematical combination of that day's asphalt concrete production.
- C. Reported to the Engineer.

The Contractor shall perform quality control testing of the RAP source each day asphalt concrete using RAP is produced.

The Contractor shall perform quality control testing of the aggregates and the asphalt concrete mixture at least once for every 1000 tonnes of asphalt concrete using RAP produced, but not less than 2 tests per day.

Daily, the Contractor shall submit to the Engineer:

- A. Results for RAP gradation and the asphalt binder content in RAP determined in conformance with the requirements in LP-9. The Contractor shall sample RAP from the weighhopper or pugmill.
- B. Mathematical calculation of the gradation of the virgin aggregate and RAP aggregate blend.
- C. Correlation factor for RAP burn-off determined in conformance with the requirements in LP-9.

RAP proportioning shall conform to the provisions for aggregate proportioning specified in Section 39-3.03, "Proportioning," of the Standard Specifications and these special provisions. The Contractor's mixing equipment shall have a device that safely provides a sample representative of the virgin aggregate and RAP incorporated into the asphalt concrete. The Contractor shall sample in conformance with the requirements in California Test 125 and LP-9.

The temperature of asphalt concrete using RAP shall not exceed 165°C.

If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weighhopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than 5 seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.

If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.

PAINT BINDER (TACK COAT)

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and Section 92, "Asphalts," of the Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Paint binder (tack coat) shall be applied in the liter per square meter range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

Application Rates for Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP)	
Type of surface to receive paint binder (tack coat)	Paving Asphalt L/m ²
Dense, compact surfaces, between layers, and on PCCP	0.05 – 0.10
Open textured, or dry, aged surfaces	0.10 – 0.25

PAINT BINDER (TACK COAT)

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

LONGITUDINAL JOINTS

At the Contractor's option longitudinal joints may be constructed using a device attached to the screed that will form a tapered notched wedge in a single pass. Longitudinal joints constructed with a tapered notched wedge shall be compacted to a minimum relative compaction of 93 percent. If longitudinal joints are constructed in this manner, the Contractor shall conduct quality control testing in conformance with the provisions in Section 6-3.02, "Testing By Contractor," of the Standard Specifications, and provide results that include the following:

- A. Relative compaction values of the completed longitudinal joints tested using a nuclear gauge which has been calibrated and correlated with core densities in conformance with the requirements in California Test 375 Parts 1 and 2.

- B. Nuclear density values taken at the rate of one test for each 200-meter section along the completed longitudinal joint. The Contractor shall select random locations for testing within each 200-meter section.
- C. Nuclear density values taken at the centerline of the completed longitudinal joint, 150 mm from the upper vertical notch after the adjacent lane is placed and before opening the pavement to traffic.
- D. Maximum density test results.
- E. Relative compaction values of the longitudinal joint determined as the ratio of the average of the nuclear density values taken from each 200-meter section and the maximum density test results.

Relative compaction values shall be determined each day the joint is completed and delivered to the Engineer within 24 hours of testing. If the relative compaction of one day's production is less than 90 percent, placement of the tapered notched wedge shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the specified relative compaction. If the relative compaction for 3 day's production is less than 90 percent, the Contractor shall notify the Engineer and suspend use of the tapered notched wedge device.

The Engineer will determine relative compaction values for the completed longitudinal joint at the completion of paving as follows:

- A. The Engineer will determine relative compaction by using 150-mm diameter cores obtained within the 0.3-m section of pavement at the completed longitudinal joint.
- B. The Contractor shall obtain two 150-mm diameter cores taken 150 mm from the upper vertical notch of the completed longitudinal joint for every 1000 m along the completed longitudinal joint at locations designated by the Engineer. Cores shall be obtained after the adjacent lane is placed and before opening the pavement to traffic. Cores shall be obtained in the presence of the Engineer and shall be marked to identify the test sites.
- C. The Contractor shall deliver the cores to the Engineer. One core will be used for determination of the relative density and one core will be used for dispute resolution.
- D. The Engineer will determine the bulk specific gravity of the cores in conformance with the requirements of California Test 308, Method A.
- E. Relative compaction will be calculated as the ratio of the average of the core densities from each day's production to the maximum density test value determined in conformance with the requirements in California Test 375, Part 6.

Quantities of asphalt concrete placed in the completed longitudinal joint that fail to meet the relative compaction requirements of these special provisions will be subject to reduced compensation. The reduction in compensation shall be determined as follows:

- A. Quantity = 0.3 m x 1000 m x (thickness of the layer placed) x (maximum density test value) x (relative compaction value).
- B. Reduction in compensation = Quantity x (reduction factor) x (contract item price).
- C. The reduction factor will be determined using the following table:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
93.0	0.000	91.4	0.062
92.9	0.002	91.3	0.068
92.8	0.004	91.2	0.075
92.7	0.006	91.1	0.082
92.6	0.009	91.0	0.090
92.5	0.012	90.9	0.098
92.4	0.015	90.8	0.108
92.3	0.018	90.7	0.118
92.2	0.022	90.6	0.129
92.1	0.026	90.5	0.142
92.0	0.030	90.4	0.157
91.9	0.034	90.3	0.175
91.8	0.039	90.2	0.196
91.7	0.044	90.1	0.225
91.6	0.050	90.0	0.300
91.5	0.056		

Quantities of asphalt concrete placed in the completed longitudinal joint that meet the relative compaction requirements of these special provisions will not be measured as part of the quantity of asphalt concrete placed in the paved lane and will not be subject to reduced compensation or removal as determined by the relative compaction of the lane widths involved.

In addition to the cores taken every 1000 m along the completed longitudinal joint, the Contractor shall take 150-mm diameter cores every 3000 m approximately 0.9-m and 2.7 m perpendicular from the 1000 m core test sites. Cores may be taken on either side of the completed longitudinal joint. The Contractor shall mark core samples to identify the test sites. The Contractor shall determine the bulk specific gravity of each core in conformance with California Test 308, Method A and relative compaction as specified in these special provisions. Results of this testing shall be for reporting only.

At the Contractor's option, a 300-mm wide tapered notched wedge joint may be used as a longitudinal joint between adjacent lanes open to traffic, if the lift thickness is greater than 45 mm. A vertical notch of 20 mm maximum shall be placed at the top and bottom of the tapered wedge.

The tapered portion of the tapered notched wedge shall be constructed with a strike-off device approved by the Engineer. The strike-off device will provide a uniform slope and will not restrict the main screed of the paver. The adjacent lane shall be paved within one day.

The tapered notched wedge shall retain its shape while exposed to traffic. The completed longitudinal joint shall have a relative compaction of 93 percent in conformance with the requirements in California Test 375 and these special provisions.

The Contractor shall schedule paving operations so that each layer of asphalt concrete is placed on contiguous lanes of the traveled way during each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 3 m or less than 1.5 m. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement for the entire length of the project prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

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

Shoulder conform tapers, as shown on the plans, shall be placed concurrently with the surfacing of the adjacent lane.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

If the finished surface of the asphalt concrete on Route 95 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

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

AUTOMATIC SCREED CONTROL

In addition to the provisions in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

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

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

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

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

10-1.20 SHOULDER AND CENTERLINE RUMBLE STRIP (ASPHALT CONCRETE, GROUND-IN INDENTATIONS)

This work shall consist of constructing shoulder and centerline rumble strips by grinding indentations in new or existing asphalt concrete surfacing as shown on the plans and as specified in these special provisions.

The method and equipment for constructing ground-in indentations shall be selected by the Contractor.

Shoulder and Centerline Rumble strips shall not be constructed on structures or approach slabs.

Rumble strips shall be constructed within 50 mm of the required alignment. The grinding equipment shall be equipped with a sighting device that will enable the operator to maintain the alignment of the rumble strip.

Indentations shall not vary from the dimensions shown on the plans by more than 1.5 mm in depth or 10 percent in length and width.

Finished shoulder and centerline rumble strips not meeting the specified tolerances shall be brought within tolerance by either abrasive grinding, or removal and replacement. The corrective method will be selected by the Engineer. Ground surface areas shall be neat and uniform in appearance. The corrective work shall be at the Contractor's expense.

Residue shall be removed from the roadbed by use of vacuum equipment. Residue from the removal operations shall not flow across the pavement nor flow into gutters or other drainage facilities. Residue shall be removed from pavement surfaces before the residue is dispersed by action of traffic or wind.

All removed material 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.

Fog seal coat, in conformance with the provisions in Section 37-1, "Seal Coats," of the Standard Specifications, shall be applied to the areas ground.

Shoulder and centerline rumble strips (asphalt concrete, ground-in indentations) will be measured by the station along each shoulder on which the rumble strip is constructed, without deductions for gaps between the indentations.

The contract price paid per station for shoulder and centerline rumble strip (asphalt concrete, ground-in indentations) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder and centerline rumble strip (asphalt concrete, ground-in indentations), complete in place, including furnishing and applying fog seal coat to the actual ground areas, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21 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.

FIBERGLASS REINFORCED PLASTIC PANEL SIGN

The contractor shall furnish fiberglass reinforced plastic panel sign in accordance with ASTM Designation: D3841 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Fiberglass reinforced plastic shall be acrylic modified and ultraviolet stabilized for outdoor weatherability. The plastic shall contain additives designed to suppress fire ignition and flame propagation. When tested in accordance with the requirements in the ASTM Designation: D635, the extent of burning shall not exceed 25 mm.

Fiberglass reinforced plastic shall be stabilized to prevent the release solvents and monomers. The front and back surfaces of the laminate shall be clean and free of constituents and releasing agents that can interfere with the bonding of retroreflective sheeting.

The fiberglass reinforced plastic panel sign shall be weather resistant Grade II thermoset polyester laminate.

The fiberglass reinforced plastic panels shall be minimum 3.4 mm thick. Finished fiberglass reinforced plastic panel 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 specified dimensions.

Color of fiberglass reinforced plastic panels shall be uniform gray within Munsel range of N7.5 to N8.5.

Fiberglass reinforced plastic panels shall be cut from a single piece of laminate. Bolt holes shall be predrilled. The predrilled bolt holes, panel edges, and the front and back surfaces of the panels shall be true and smooth. The panel surfaces shall be free of visible cracks, pinholes, foreign inclusions, warping and wrinkles that can affect performance and serviceability.

10-1.22 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.

10-1.23 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 07-01-08)

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

Contract No. 08-481704

3. The apparent low bidder is not certified as a small business

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 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 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 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
2. 5 percent of the total bid of the apparent low bidder
3. \$100,000

If the 2nd and 3rd low bids are within the lesser of 5 percent or \$100,000 from the low bid, the Department applies DVBE incentive to the 3 lowest bids and determines if bid ranking changes. New bid ranking cannot displace a 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 small business bidder and a non–small business bidder request preference 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

Replace Section 3 with:
SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 SCOPE

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

3-1.02 CONTRACT AWARD

Submit any bid protest to the Office Engineer.

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

Contract Award Period	
Days	Project Estimated Cost shown in the Notice to Bidders
30	< \$200 million
60	≥ \$200 million

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

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

The successful bidder must furnish 2 bonds:

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

The Department furnishes the successful bidder with bond forms.

3-1.04 CONTRACTOR LICENSE

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

For a non-Federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.05 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.06 SMALL BUSINESS PARTICIPATION REPORT

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 signed by the successful bidder.

The purpose of this form is to collect data required under 49 CFR 26.

Sign the form.

The Department encourages you to complete the form.

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:

CONTRACT

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



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONTRACT NO. _____

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

CONTRACTOR'S NAME

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

Exhibit A - Bid book dated _____

Exhibit B - Notice to Bidders and Special Provisions dated _____

Exhibit C - Project Plans approved _____

Exhibit D - Standard Specifications dated _____

Exhibit E - Standard Plans dated _____

Exhibit F - Addenda

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

This contract has been executed by the following parties:

CONTRACTOR

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

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

PRINTED NAME AND TITLE OF PERSON SIGNING _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER _____

DEPARTMENT OF TRANSPORTATION

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

PRINTED NAME AND TITLE OF PERSON SIGNING _____

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

3. 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/>

5-1.012B Partnering Workshop

Section 5-1.012, "Partnering Workshop," applies to a contract with a total bid of over \$1 million.

You may request a partnering workshop by submitting a request after contract approval. After the Engineer receives the request, you and the Engineer:

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

If both parties agree, you and the Engineer conduct additional partnering workshops.

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

5-1.012C Training in Partnering Concepts

Section 5-1.012C, "Training in Partnering Concepts," applies to a contract with a total bid of \$25 million or more.

A trainer conducts a 1-day session of Training in Partnering Concepts locally for the Contractor's and the Engineer's representatives.

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

You and the Engineer cooperatively schedule the session and select the trainer and training site.

Upon your written request, the trainer conducts the session before the initial partnering workshop.

The Department pays for the trainer and the training site.

The Department does not pay for other costs you incur in association with the session.

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. 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.

Except for specialty item work that is done by subcontract, perform work equaling at least 50 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators. Specialty items are designated by either an (S) or (S-F) in the verified Bid Item List. When the entire specialty item work is done by subcontract, the value of work will be based on the amount bid for the item. When a portion of a specialty item work is done by subcontract, the value is based on the subcontracted percentage of the amount bid for the item.

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 X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

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:

Replace Section 7-1.01 with:

7-1.01 LAWS TO BE OBSERVED

Comply with laws, regulations, orders, decrees, and PLACs applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, decree, or PLAC by you or your employees. Immediately report to the Engineer in writing a discrepancy or inconsistency between the contract and a law, regulation, order, decree, or PLAC.

In Section 7-1.01A replace the 1st clause with:

Work on the job site must comply with Labor Code §§ 1727 and 1770-1815 and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials.

In Section 7-1.01A(2) in the 1st paragraph, replace item 3 with:

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.

In Section 7-1.01A(2) replace the 2nd paragraph with:

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement must notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not withhold sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor must withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor must pay any money withheld from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor must pay all moneys withheld from the subcontractor to the Department. The Department withholds these moneys pending the final decision of an enforcement action.

In Section 7-1.01A(2) replace 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 asphalt concrete 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 7-1.09 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.

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**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.

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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

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 withhold. If the penalty is not resolved, the withhold becomes a deduction.

Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

Add:

9-1.057 PROGRESS WITHHOLDS 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:

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.

In Section 20-3.04A delete the last paragraph.

SECTION 49 PILING

(Issued 06-06-08)

In Section 49-1.03 replace the 1st paragraph with:

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

In Section 49-1.03 replace the 4th paragraph with:

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

In Section 49-1.03 replace the 6th paragraph with:

Indicator compression pile load testing shall conform to the requirements in ASTM Designation: D 1143-81. The pile shall sustain the first compression test load applied which is equal to the nominal resistance in compression, as shown on the plans, with no more than 13 mm total vertical movement at the top of the pile measured relative to the top of the pile prior to the start of compression load testing.

In Section 49-1.03 replace the 7th paragraph with:

Indicator tension pile load testing shall conform to the requirements in ASTM Designation: D 3689-90. The loading apparatus described as "Load Applied to Pile by Hydraulic Jack(s) Acting at One End of Test Beam(s) Anchored to the Pile" shall not be used. The pile shall sustain the first tension test load applied which is equal to the nominal resistance in tension, as shown on the plans, with no more than 13 mm total vertical movement at the top of the pile measured relative to the top of the pile prior to the start of tension load testing.

In Section 49-1.03 replace the 9th paragraph with:

The Contractor shall furnish piling of sufficient length to obtain the specified tip elevation shown on the plans or specified in the special provisions.

In Section 49-1.03, delete the 10th paragraph

In Section 49-1.04 replace the 4th, 5th, and 6th paragraphs with:

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

Load test anchorages in piles used as anchor piles shall conform to the following requirements:

- A. High strength threaded steel rods shall conform to the provisions for bars in Section 50-1.05, "Prestressing Steel," except Type II bars shall be used.
- B. High strength steel plates shall conform to the requirements in ASTM Designation: A 709/A 709M, Grade 345.
- C. Anchor nuts shall conform to the provisions in the second paragraph in Section 50-1.06, "Anchorages and Distribution."

The Contractor may use additional cementitious material in the concrete for the load test and anchor piles.

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.

In Section 50-1.02, delete the 8th paragraph.

Replace Section 50-1.05 with:

50-1.05 PRESTRESSING STEEL

Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum mass requirement of ASTM Designation: A 722 will not apply.

In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.

In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

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

All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.

When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.

Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.

Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.

Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.

Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.

Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor

shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.

The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.

Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.

When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.

Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.

When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.

Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.

After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.

Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

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_0 = 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 replace the 13th paragraph 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.

In Section 50-1.08 replace the 14th paragraph with:

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 50-1.08 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 50-1.09 replace the 2nd and 3rd paragraphs with:

Grout shall consist of cement and water and may contain an admixture if approved by the Engineer. Cement shall conform to the provisions in Section 90-2.01A, "Cement."

In Section 50-1.10 replace the 5th paragraph with:

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

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, 13th, and 14th paragraphs.

Add:

51-1.17A DECK CRACK TREATMENT

The Contractor shall use all means necessary to minimize the development of shrinkage cracks.

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 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 intersecting spray fans. The pump pressure at the spray bars shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus.

At the Contractor's option, manual application may be used. For manual application, (1) the quantity of resin mixed with promoter and initiator shall be limited to 20 L at a time, and (2) the resin shall be distributed by squeegees and brooms within 10 minutes after application.

The Contractor shall apply methacrylate resin only to the specified area. Barriers, railing, joints, and drainage facilities shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense.

The relative humidity shall be less than 90 percent at the time of treatment. The prepared area shall be dry and the surface temperature shall be at least 10°C, and not more than 38°C when the resin is applied. The rate of application of promoted/initiated resin shall be 2.2 square meter per liter; the exact rate shall be determined by the Engineer.

The deck surfaces to be treated shall be completely covered with resin so the resin penetrates and fills all cracks. The resin shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application. For textured deck surfaces, including grooved surfaces, excess material shall be removed from the texture indentations.

After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. At least 95 percent of the sand shall pass the 2.36-mm sieve and at least 95 percent shall be retained on the 850-µm sieve. The sand shall be applied at a rate of approximately one kilogram per square meter or until refusal as determined by the Engineer.

Traffic will not be allowed on treated areas until the acceptance criteria has been met as determined by the Engineer.

In Section 51-1.18C replace the 2nd paragraph with:

When Class 2 surface finish (gun finish) is specified, ordinary surface finish shall first be completed. The concrete surfaces shall then be abrasive blasted to a rough texture and thoroughly washed down with water. While the washed surfaces are damp, but not wet, a finish coating of machine applied mortar, approximately 6 mm thick, shall be applied in not less than 2 passes. The coating shall be pneumatically applied and shall consist of either (1) sand, cementitious material, and water mechanically mixed prior to its introduction to the nozzle or (2) premixed sand and cementitious material to which water is added prior to its expulsion from the nozzle. The use of admixtures shall be subject to the approval of the Engineer

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 sample 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.

Details of design selected by the Contractor, fabrication and workmanship, for steel railway bridges shall conform to the requirements of the Specifications for Steel Railway Bridges, for Fixed Spans Not Exceeding 400 Feet in Length of the AREMA, as set forth in the special provisions.

In Section 55-1.05 replace the 3rd paragraph with:

Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations."

In Section 55-2.01 replace the 4th and 5th paragraphs with:

All structural steel plate used for the fabrication of tension members, tension flanges, eyebars and hanger plates and for splice plates of tension members, tension flanges and eyebars shall meet the longitudinal Charpy V-notch impact value requirements specified herein. Sampling procedures shall conform to the requirements in ASTM Designation: A 673. The H (Heat) frequency of testing shall be used for structural steels conforming to the requirements in ASTM Designations: A 709/A 709M, Grades 36 [250], 50 [345], 50W [345W], and HPS 50W [345W]. The P (Piece) frequency of testing shall be used for structural steel conforming to the requirements in ASTM Designation: A 709/A 709M, Grades HPS 70W [485W], 100 [690], and 100W [690W]. Charpy V-notch impact values shall be determined in conformance with the requirements in ASTM Designation: E 23.

Charpy V-notch (CVN) impact values shall conform to the following minimum values for non fracture critical members:

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 and 12th paragraphs 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.

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 paragraph 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.

In Section 83-1.03 replace the 8th paragraph with:

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 paragraph 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.

In Section 83-1.04 replace the 4th paragraph with:

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 paragraph 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.

In Section 83-2.03 replace the 2nd paragraph with:

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,

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 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 paragraph 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.

In Section 86-2.04 replace the 2nd paragraph with:

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 subparagraph 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 asphalt concrete pavement and additional pavement is not being placed, the top 30 mm of the trench shall be backfilled with asphalt concrete produced from commercial quality paving asphalt and aggregates.

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 "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 86-5.01D 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 asphalt concrete 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.

In Section 86-8.01 between the 1st and 2nd paragraphs, add:

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

Use	Cementitious Material Content (kg/m ³)
Concrete designated by compressive strength: Deck slabs and slab spans of bridges Roof sections of exposed top box culverts Other portions of structures	400 min., 475 max. 400 min., 475 max. 350 min., 475 max.
Concrete not designated by compressive strength: Deck slabs and slab spans of bridges Roof sections of exposed top box culverts Prestressed members Seal courses Other portions of structures	400 min. 400 min. 400 min. 400 min. 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 Na_2O plus 0.658 times the percentage of K_2O , 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 $0.25\text{g}/\text{cm}^3$ 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 \pm 10	X \pm 13
600- μ m	X \pm 9	X \pm 12
300- μ m	X \pm 6	X \pm 9
150- μ m	2 - 12	1 - 15
75- μ m	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- μ m sieve shall be between 10 and 40, and the difference between the percentage passing the 600- μ m and 300- μ m 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- μ m	10 - 22	12 - 25	15 - 25	15 - 25
300- μ m	4 - 10	5 - 15	5 - 15	5 - 15
150- μ m	1 - 6	1 - 8	1 - 8	1 - 8
75- μ m	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/m³ 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.

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

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

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

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

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

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:

- Use as asphalt rubber base stock for high mountain and high desert area.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.
- "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.
- "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