STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

# NOTICE TO BIDDERS

## AND

# SPECIAL PROVISIONS

**FOR CONSTRUCTION ON STATE HIGHWAY IN PLACER COUNTY NEAR AUBURN FROM 0.1 MILE NORTH OF DRY CREEK ROAD TO 0.3 MILE SOUTH OF NEVADA COUNTY LINE**

**In District 03 On Route 49**

**Under**

| | |
|---|---|
| **Bid book dated May 26, 2010** | **Standard Specifications dated 2006** |
| **Project Plans approved May 10, 2010** | **Standard Plans dated 2006** |

**Informal Bid Authorized by Pub Cont Code §10122**

**Identified by**

**Contract No. 03-4M1404**

**03-Pla-49-7.5/R11.0**

Bids open Tuesday, June 8, 2010

Dated May 26, 2010

**********

# SPECIAL NOTICES

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- Effective July 6, 2010, the Department will receive bids for projects in Districts 1 through 6, 9, and 10 at 1727 30th Street, Bidders Exchange, MS 26, Sacramento, CA 95816. Refer to the Notice to Bidders for this project's bid opening date, time, and location.

- The Subcontractor List form in the Bid book and Section 2-1.12, "Bid Document Completion," of the Amendments to the Standard Specifications have been revised.

- Refer to Section 8-1.07, "Liquidated Damages," of the Amendments to the Standard Specifications for your project-specific liquidated damages based on your total bid.

- The Department has changed its DVBE requirements. Refer to section titled "Disabled Veteran Business Enterprises" in Section 2, "Bidding," of these special provisions.

- Effective August 1, 2009, the Department is implementing electronic notification of construction contract addenda for all projects. For addenda information, go to:

  http://www.dot.ca.gov/addenda/

- This is an informal-bid project. See Sections 2, 3, and 4 for special requirements.

- The Department has revised its specifications for compensation adjustments for price index fluctuations. Refer to section titled "Payment Adjustments for Price Index Fluctuations" in Section 5, "General," of the special provisions. The following list summarizes the main revisions:

  1. The new index is based on the average of the previous month's crude oil prices.
  2. There is a new Web site address.
  3. The 90/10 cost sharing provision was removed.
  4. Sales tax is included in the adjustments.
  5. All paving materials that include asphalt are subject to the adjustments.
  6. Formulas for calculating asphalt quantities for various materials are included.
  7. Bidders may opt out of payment adjustments for price index fluctuations at the time of bid.

- The Department has replaced Section 8, "Prosecution and Progress." This replacement affects references in a large number of other specifications. Due to the extent of affected specifications, these references will not be corrected until there is a change in technical content that merits a specification revision. Section 0, "Global Revisions," of the Amendments to the Standard Specifications covers references affected by the Section 8 replacement.

- The Department is allowing contractors to submit electronic payroll records to the District Labor Compliance Office. Refer to section titled "Electronic Submission of Payroll Records" under Section 5, "General," of these special provisions.

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# STANDARD PLANS LIST

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

| | |
|---|---|
| A10A | Acronyms and Abbreviations (Sheet 1 of 2) |
| A10B | Acronyms and Abbreviations (Sheet 2 of 2) |
| A10C | Symbols (Sheet 1 of 2) |
| A10D | Symbols (Sheet 2 of 2) |
| A20A | Pavement Markers and Traffic Lines, Typical Details |
| A20B | Pavement Markers and Traffic Lines, Typical Details |
| A20D | Pavement Markers and Traffic Lines, Typical Details |
| A24A | Pavement Markings – Arrows |
| A24B | Pavement Markings – Arrows |
| A24D | Pavement Markings – Words |
| A24E | Pavement Markings – Words and Crosswalks |
| RSP T1A | Temporary Crash Cushion, Sand Filled (Unidirectional) |
| RSP T1B | Temporary Crash Cushion, Sand Filled (Bidirectional) |
| RSP T2 | Temporary Crash Cushion, Sand Filled (Shoulder Installations) |
| T3 | Temporary Railing (Type K) |
| T11 | Traffic Control System for Lane Closure on Multilane Conventional Highways |
| T15 | Traffic Control System for Moving Lane Closure on Multilane Highways |
| T16 | Traffic Control System for Moving Lane Closure on Multilane Highways |
| RS1 | Roadside Signs, Typical Installation Details No. 1 |
| RS2 | Roadside Signs – Wood Post, Typical Installation Details No. 2 |
| RS4 | Roadside Signs, Typical Installation Details No. 4 |
| S93 | Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape |
| S94 | Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape |

# NOTICE TO BIDDERS

Bids open Tuesday, June 8, 2010

Dated May 26, 2010

General work description: Replace open graded asphalt concrete.

The Department will receive sealed bids for CONSTRUCTION ON STATE HIGHWAY IN PLACER COUNTY NEAR AUBURN FROM 0.1 MILE NORTH OF DRY CREEK ROAD TO 0.3 MILE SOUTH OF NEVADA COUNTY LINE.

District-County-Route-Post Mile: 03-Pla-49-7.5/R11.0

Contract No. 03-4M1404

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

The Department establishes no DVBE Contract goal but encourages bidders to obtain DVBE participation.

Bids must be on a unit price basis.

Complete the work within 20 working days.

The estimated cost of the project is $1,230,000.

No prebid meeting is scheduled for this project.

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

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

District office addresses are provided in the Standard Specifications.

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

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

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

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

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

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

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

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

The Department has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices go to http://www.dot.ca.gov/hq/esc/oe/contractor_info. Additional information is listed in the Excluded Parties List System at https://www.epls.gov.

DEPARTMENT OF TRANSPORTATION

AFL

## COPY OF BID ITEM LIST

| Item No. | Item Code | Item Description | Unit of Measure | Estimated Quantity |
|---|---|---|---|---|
| 1 | 070013 | SMALL BUSINESS UTILIZATION REPORT | EA | 1 |
| 2 | 074016 | CONSTRUCTION SITE MANAGEMENT | LS | LUMP SUM |
| 3 | 074017 | PREPARE WATER POLLUTION CONTROL PROGRAM | LS | LUMP SUM |
| 4 | 120090 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM |
| 5 | 120100 | TRAFFIC CONTROL SYSTEM | LS | LUMP SUM |
| 6 | 128650 | PORTABLE CHANGEABLE MESSAGE SIGN | LS | LUMP SUM |
| 7 | 153103 | COLD PLANE ASPHALT CONCRETE PAVEMENT | SQYD | 140,000 |
| 8 | 190110 | LEAD COMPLIANCE PLAN | LS | LUMP SUM |
| 9 | 198007 | IMPORTED MATERIAL (SHOULDER BACKING) | TON | 630 |
| 10 | 374002 | ASPHALTIC EMULSION (FOG SEAL COAT) | TON | 7 |
| 11 | 390145 | RUBBERIZED WARM MIX ASPHALT (OPEN GRADED) | TON | 8,800 |
| 12 | 397005 | TACK COAT | TON | 48 |
| 13 | 840504 | 4" THERMOPLASTIC TRAFFIC STRIPE | LF | 83,200 |
| 14 | 840506 | 8" THERMOPLASTIC TRAFFIC STRIPE | LF | 3,620 |
| 15 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 3,350 |
| 16 | 840523 | 4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 12-3) | LF | 1,120 |
| 17 | 840525 | 4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12) | LF | 65,000 |
| 18 | 850111 | PAVEMENT MARKER (RETROREFLECTIVE) | EA | 7,470 |

# SPECIAL PROVISIONS

## SECTION 1 (BLANK)

## SECTION 2 BIDDING

### 2-1.01 SMALL BUSINESS AND NON–SMALL BUSINESS SUBCONTRACTOR PREFERENCES

**General**

The Department applies Small Business Preference or Non–Small Business Preference under Govt Code § 14835 et seq. and 2 CA Code of Regs § 1896 et seq.

Contractors, subcontractors, suppliers, and service providers who qualify as small businesses 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.

Contract award is based on the total bid, not the reduced bid.

**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. The bidder submitted a completed Request for Small Business Preference or Non–Small Business Preference form with its bid
2. The low bidder did not request the preference or is not certified as a small business

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

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

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

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

If after the application of the small business preference the Department determines that a certified small business bidder is the low bidder, the Department does not consider a request for non–small business preference.

**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. The bidder submitted a completed Request for Small Business Preference or Non–Small Business Preference form with its bid.
2. The Certified Small Business Listing for the Non–Small Business Preference form shows that you are subcontracting at least 25 percent to certified small businesses. You may submit this information with your bid. If you do not, submit it so that it is received by the Office Engineer no later than 4:00 p.m. on the 2nd business day after bid opening.

Each listed subcontractor and supplier must be certified as a small business at the time and day of bid or must have submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on bid opening date.

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

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

## 2-1.02 DISABLED VETERAN BUSINESS ENTERPRISES

### General

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

Comply with Mil & Vet Code § 999 et seq.

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

If you obtain DVBE participation:

1. Complete and submit the Certified DVBE Summary form. List all DVBE participation on this form.
2. List each 1st tier DVBE subcontractor on the Subcontractor List form regardless of percentage of the total bid.

### DVBE Incentive

The Department grants a DVBE incentive to each bidder who achieves a DVBE participation of 1 percent or greater (Mil & Vet Code 999.5 and Code of Regs § 1896.98 et seq).

To receive this incentive, submit the Certified DVBE Summary form. If you do not submit this form with your bid and you are the low bidder or the 2nd or 3rd low bidder, submit it so that it is received by the Office Engineer no later than 4:00 p.m. on the 4th business day after bid opening. If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form. Other bidders may be required to submit this form if bid ranking changes.

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

1. Percentage of DVBE achievement, rounded to 2 decimal places, of the verified total bid of the low bidder
2. 5 percent of the verified total bid of the low bidder
3. $250,000

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

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

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

## 2-1.03 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 to contractors from that state on its public entity construction contracts.

Complete a California Company Preference form.

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

If the low bidder is not a California company and a California company's bid with reciprocal preference is equal to or less than the lowest bid, the Department awards the contract to the California company on the basis of its total bid.

## 2-1.04 TIE BID RESOLUTION

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

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

After bid verification, if there is a tie between 2 or more bidders, the Department breaks the tie by tossing a coin.

### 2-1.05 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of these special provisions. If you elect to opt out of the provisions of this specification, you must complete the "Opt Out of Payment Adjustments for Price Index Fluctuations" form. The completed form must be submitted with your bid.

## SECTION 3 CONTRACT AWARD AND EXECUTION

### 3-1.01 CONTRACT AWARD

If the Department awards the Contract, the award is made to the lowest responsible bidder within 10 days.

Bidders and listed DVBEs are required to be available the day of bid opening to answer questions.

### 3-1.02 SMALL BUSINESS PARTICIPATION REPORT

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.

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

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

Complete the work within 20 working days starting at 12:01 a.m. on the 25th business day after contract approval.

For this contract, a working day is defined as:

**working day:** Time measure unit for work progress. A working day is any day except when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:

1. Adverse weather-related conditions that cause you to dismiss the crew
2. Maintaining traffic under the contract
3. The Engineer's direction to suspend the controlling activities for reasons unrelated to your performance
4. An unanticipated event not caused by either party such as:

    4.1. Act of God (Pub Cont Code § 7105)
    4.2. Act of a public enemy
    4.3. Epidemic
    4.4. Fire
    4.5. Flood
    4.6. Governor-declared state of emergency
    4.7. Landslide
    4.8. Quarantine restriction

5. An issue involving a third-party, including:

    5.1. Industry or area-wide labor strike
    5.2. Material shortage
    5.3. Freight embargo
    5.4. Jurisdictional requirement of a law enforcement agency
    5.5. Workforce labor dispute of a utility or non-highway facility owner resulting in a utility or non-highway facility reconstruction not described and not solely for the Contractor's convenience

For this contract, the 72-hour notice specified in Section 8-1.03, "Beginning of Work," of the Standard Specifications is changed to 24 hours.

## SECTION 5 GENERAL

### 5-1.01 EMISSIONS REDUCTION

Contract execution constitutes submittal of the following certification:

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this contract.

### 5-1.02 NON–SMALL BUSINESSES

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

### 5-1.03 DISABLED VETERAN BUSINESS ENTERPRISES

Use each DVBE as shown on the Certified DVBE Summary form unless you receive authorization for a substitution.

The requirement that DVBEs be certified by the bid opening date does not apply to DVBE substitutions after contract award.

Maintain records of subcontracts made with certified DVBEs. 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 Pub Cont Code § 10115 et seq.:

1. Upon contract completion, complete and submit Final Report - Utilization of Disabled Veteran Business Enterprises (DVBE) State Funded Projects Only form
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

### 5-1.04 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

#### GENERAL

##### Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

http://www.dot.ca.gov/hq/construc/crudeoilindex/

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

### Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

## ASPHALT QUANTITIES

### General

Interpret the term "ton" as "tonne" for projects using metric units.

### Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

$$Qh = HMATT \times [Xa / (100 + Xa)]$$

where:

Qh = quantity in tons of asphalt used in HMA
HMATT = HMA total tons placed
Xa = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

### Rubberized Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in rubberized HMA (RHMA) using the following formula:

$$Qrh = RHMATT \times 0.80 \times [Xarb / (100 + Xarb)]$$

where:

Qrh = quantity in tons of asphalt in asphalt rubber binder used in RHMA
RHMATT = RHMA total tons placed
Xarb = theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the weight of dry aggregate

### Modified Asphalt Binder in Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$$Qmh = MHMATT \times [(100 - Xam) / 100] \times [Xmab / (100 + Xmab)]$$

where:

Qmh = quantity in tons of asphalt in modified asphalt binder used in HMA
MHMATT = modified asphalt binder HMA total tons placed
Xam = specified percentage of asphalt modifier
Xmab = theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate

**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

Qrap = HMATT x [Xaa / (100 + Xaa)]

where:

Xaa = Xta - [(100 -Xnew) x (Xra / 100)]

and

Qrap = quantity in tons of asphalt used in HMA containing RAP
HMATT = HMA total tons placed
Xaa = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
Xta = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
Xnew = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
Xra = asphalt content of RAP expressed as percentage

**Tack Coat**

The Engineer calculates the quantity of asphalt in tack coat (Qtc) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat

**Asphaltic Emulsion**

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

Qe = AETT x Xe

where:

Qe = quantity in tons of asphalt used in asphaltic emulsions
AETT = undiluted asphaltic emulsions total tons placed
Xe = minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "Xe" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:

   1.1. Draw and discard the 1st gallon
   1.2. Take two separate 1/2-gallon samples

2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

**Slurry Seal**

The Engineer calculates the quantity of asphalt in slurry seals (Qss) by applying the formula in "Asphaltic Emulsion" to the actual quantity of asphaltic emulsion used in producing the slurry seal mix.

**Modified Asphalt Binder**

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

Qmab = MABTT x [(100 - Xam) / 100]

where:

Qmab = quantity in tons of asphalt used in modified asphalt binder
MABTT = modified asphalt binder total tons placed
Xam = specified percentage of asphalt modifier

**Other Materials**

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

PA = Qt x A

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

A = [(Iu / Ib) - 1.05] x Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent
A = [(Iu / Ib) - 0.95] x Ib x [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

A = 1.1023 x [(Iu / Ib) - 1.05] x Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent
A = 1.1023 x [(Iu / Ib) - 0.95] x Ib x [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred
T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

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

Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975 (SMARA), Pub Res Code § 2710, et seq., or from an exempt site.

The Department of Conservation, Office of Mine Reclamation maintains a list of permitted mine sites. For the list of permitted sites, go to:

http://www.conservation.ca.gov/omr/ab_3098_list

If you import borrow or aggregate material from a surface mine not on this list, submit proof the mine is exempt from SMARA.

**5-1.06 ELECTRONIC SUBMISSION OF PAYROLL RECORDS**

In lieu of submitting weekly payroll records to the Engineer as specified in Section 7-1.01A(3), "Payroll Records," of the Standard Specifications, you may submit weekly payroll records electronically.

Before submitting payroll records electronically, you must complete and sign the Contractor's Acknowledgement and submit it to the District where your project is located. Submit your signed acknowledgement to the corresponding District electronic mailbox shown in the following table:

**Electronic Mailboxes**

| District | Address |
|---|---|
| 1 | district1.payrolls@dot.ca.gov |
| 2 | district2.payrolls@dot.ca.gov |
| 3 | district3.payrolls@dot.ca.gov |
| 4 | district4.payrolls@dot.ca.gov |
| 5 | district5.payrolls@dot.ca.gov |
| 6 | district6.payrolls@dot.ca.gov |
| 7 | district7.payrolls@dot.ca.gov |
| 8 | district8.payrolls@dot.ca.gov |
| 9 | district9.payrolls@dot.ca.gov |
| 10 | district10.payrolls@dot.ca.gov |
| 11 | district11.payrolls@dot.ca.gov |
| 12 | district12.payrolls@dot.ca.gov |

The Department responds with an e-mail containing a Caltrans Internet Certificate to be used for the electronic submission of payroll records. You must agree to accept this certificate and reply to the e-mail. After you accept the certificate and reply to the e-mail, the Department is ready to accept your electronic submissions.

Each electronic submission must:

1. Include payroll records in a nonmodifiable PDF image format. No spreadsheets, word documents, or password protected documents are accepted.
2. Include payroll records with all data elements required by the Labor Code § 1776.
3. Include a signed Statement of Compliance form with each weekly record.
4. Be received by the Department by close of business on the 15th day of the month for the prior month's work.
5. Be encrypted before submission.
6. Contain the following information in the subject line:

    6.1. Contract number
    6.2. Week ending date as W/E mm/dd/yy

7. Contain 1 contract number and week ending date per submission.

For additional information on electronic submission of payroll records, go to:

http://www.dot.ca.gov/hq/construc/LaborCompliance/index.htm

## 5-1.07 DAMAGE CLAIMS

Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

Provided the Contractor's operations and work comply with the plans and specifications, the Contractor's responsibility for payment of claims for physical damages caused by screenings or bituminous binder will be limited to no more than 10 percent of the total contract bid price.

For each seal coat location within the project, only those claims for physical damages caused by screenings or bituminous binder that occurred within the period extending from the first day screenings were applied to the binder to 4 days following the last day screenings were applied to the binder, shall be considered for resolution.

Claims reported or submitted by the public directly to the Contractor within 30 days from the last spreading of screenings on the project shall be processed and resolved by the Contractor in conformance with the following:

1. Within 3 business days after receipt of a claim from the public, the Contractor shall submit to the Department a copy of the claim together with a determination of whether or not the claim will be paid. If the claim is to be rejected, the Contractor shall explain in writing the basis for rejecting the claim.
2. If the claimant becomes dissatisfied with the Contractor's handling of their claim, the Contractor shall immediately refer the dissatisfied claimant to the local District Claims Office for assistance in resolving the claim.
3. Within 30 days from the last spreading of screenings on the project, the Contractor shall submit evidence to the Department of those claims paid by the Contractor.

Claims presented by the public directly to the Department or State Board of Control, as set forth in Govt Code § 900 et seq., will be processed and resolved by the Department in conformance with the following:

1. These claims will be processed as formal government claims against the State, subject to all applicable statutes, regulations, and departmental policies. The Department reserves the right to adjust and settle any formal government claim directly with the claimant, or it may refer the claim to the Contractor for investigation and disposition.
2. If the Department or State Board of Control approves settlement of a formal government claim or the Department is ordered to pay the claim pursuant to a court order, the claim will be paid by the Department from the funds withheld.
3. Within 3 business days of determination by the local District Claims Office that the Contractor is responsible for resolving the formal government claim, the local District Claims Office will either send a copy of the claim to the Contractor for handling and disposition, or notify the Contractor of the Department's decision to settle and pay the claim directly with the claimant.

Funds in an amount not to exceed 5 percent of the total contract bid price will be withheld. This withhold by the Department will be for a maximum period of 60 days after the last spreading of screenings on the project to allow the Department sufficient time to settle claims that remain unresolved by the Contractor. At the end of this 60-day period, funds remaining in the withhold, that are not allocated by the Department to pay unsettled claims, will be returned to the Contractor.

If no withheld funds remain or if the withhold has been returned to the Contractor, the Department may elect to pay a formal government claim from public funds. If the Department determines the Contractor is responsible for the claim, the Department will then seek reimbursement from the Contractor for any public funds used to pay the claim, subject to the 10 percent limitation. The Department may use any legal remedy available to obtain reimbursement from the Contractor including administration of an offset as provided for in Govt Code § 12419.5.

Except for the limitation of responsibility for damage claims specified above, nothing in this section shall be construed as decreasing the Contractor's obligation to defend and indemnify the State from all claims in conformance with the provisions of Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

## 5-1.08 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

### GENERAL

#### Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

http://www.dot.ca.gov/hq/construc/crudeoilindex/

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

### Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

## ASPHALT QUANTITIES

### General

Interpret the term "ton" as "tonne" for projects using metric units.

### Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

$$Qh = HMATT \times [Xa / (100 + Xa)]$$

where:

| | |
|---|---|
| Qh = | quantity in tons of asphalt used in HMA |
| HMATT = | HMA total tons placed |
| Xa = | theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate |

### Rubberized Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in rubberized HMA (RHMA) using the following formula:

$$Qrh = RHMATT \times 0.80 \times [Xarb / (100 + Xarb)]$$

where:

| | |
|---|---|
| Qrh = | quantity in tons of asphalt in asphalt rubber binder used in RHMA |
| RHMATT = | RHMA total tons placed |
| Xarb = | theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the weight of dry aggregate |

**Modified Asphalt Binder in Hot Mix Asphalt**

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

Qmh = MHMATT x [(100 - Xam) / 100] x [Xmab / (100 + Xmab)]

where:

| | |
|---|---|
| Qmh = | quantity in tons of asphalt in modified asphalt binder used in HMA |
| MHMATT = | modified asphalt binder HMA total tons placed |
| Xam = | specified percentage of asphalt modifier |
| Xmab = | theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate |

**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

Qrap = HMATT x [Xaa / (100 + Xaa)]

where:

Xaa = Xta - [(100 -Xnew) x (Xra / 100)]

and

| | |
|---|---|
| Qrap = | quantity in tons of asphalt used in HMA containing RAP |
| HMATT = | HMA total tons placed |
| Xaa = | asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate |
| Xta = | total asphalt content of HMA expressed as percentage of the weight of dry aggregate |
| Xnew = | theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula |
| Xra = | asphalt content of RAP expressed as percentage |

**Tack Coat**

The Engineer calculates the quantity of asphalt in tack coat (Qtc) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat

**Asphaltic Emulsion**

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

Qe = AETT x Xe

where:

| | |
|---|---|
| Qe = | quantity in tons of asphalt used in asphaltic emulsions |
| AETT = | undiluted asphaltic emulsions total tons placed |
| Xe = | minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used |

You may, as an option, determine "Xe" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:

    1.1. Draw and discard the 1st gallon
    1.2. Take two separate 1/2-gallon samples

2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

**Slurry Seal**

The Engineer calculates the quantity of asphalt in slurry seals (Qss) by applying the formula in "Asphaltic Emulsion" to the actual quantity of asphaltic emulsion used in producing the slurry seal mix.

**Modified Asphalt Binder**

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

Qmab = MABTT x [(100 - Xam) / 100]

where:

Qmab = quantity in tons of asphalt used in modified asphalt binder
MABTT = modified asphalt binder total tons placed
Xam = specified percentage of asphalt modifier

**Other Materials**

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

PA = Qt x A

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

A = [(Iu / Ib) - 1.05] x Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent
A = [(Iu / Ib) - 0.95] x Ib x [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

A = 1.1023 x [(Iu / Ib) - 1.05] x Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent
A = 1.1023 x [(Iu / Ib) - 0.95] x Ib x [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred
T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

### 5-1.09 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.

### 5-1.10 PAYMENTS

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

### 5-1.11 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

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

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

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

## SECTION 6. (BLANK)

## SECTION 7. (BLANK)

## SECTION 8. MATERIALS

## SECTION 8-1. MISCELLANEOUS

### 8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

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

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

**PAVEMENT MARKERS, PERMANENT TYPE**

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

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

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

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

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

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

**PAVEMENT MARKERS, TEMPORARY TYPE**

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

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

**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. Pexco LLC, 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 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102

5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series 780
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
   (Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
    (Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
    (Black Tape: for use only on Hot mix asphalt surfaces)

**Preformed Thermoplastic (Heated in place)**

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

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

1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

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

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

**Special Use Type, 66-inch**

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

**Surface Mount Type, 48-inch**

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
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
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

**CHANNELIZERS**

**Surface Mount Type, 36-inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3

6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

**Lane Separation System**

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb

**CONICAL DELINEATORS, 42-inch**

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

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

**OBJECT MARKERS**

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

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

**Type "Q" Object Markers, 24-inch**

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

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

**Impactable Type**

1. ARTUK, "FB"
2. Pexco LLC, 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 9300

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

**CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

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

1. Stinson Equipment Company "SaddleMarker"

**GUARD RAILING DELINEATOR**

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

**Wood Post Type, 27-inch**

1. Pexco LLC, 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
8. Shur-Tite Products, Shur-Tite Flat Mount

**Steel Post Type**

1. Carsonite, Model CFGR-327

**RETROREFLECTIVE SHEETING**

**Channelizers, Barrier Markers, and Delineators**

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

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

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

**Drums**

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

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

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

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

1. Avery Dennison, W-2100 Series

**Vertical Clearance Signs: Structure Mounted**

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIALTY SIGNS**

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

**ALTERNATIVE SIGN SUBSTRATES**

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

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

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

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)

## SECTION 8-2. 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.

The Contractor shall maintain access on all routes for permit loads during the work shifts. Permit loads are defined as overweight or oversized vehicles that have an approved permit for traveling this route. The Contractor shall give notice 15 calendar days in advance to the Engineer and the Office of Truck Services at (916) 322-4957, when the horizontal clearances are less than 16 feet or the vertical clearances are less than 18 feet.

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

The removal of existing pavement delineation shall be as required by the planned work and as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

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

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

### 10-1.02 WATER POLLUTION CONTROL

**GENERAL**

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

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

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

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

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

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

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

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

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

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

The WPCM shall be:

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

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

**WATER POLLUTION CONTROL PROGRAM**

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

The WPCP shall include water pollution control practices:

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

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

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

The WPCP shall include a schedule that:

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

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

A. Waste Management and Materials Pollution Control

1. Construction Site Management

Within 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 7 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 5 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed.

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

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

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

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

**IMPLEMENTATION REQUIREMENTS**

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

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

**Year-Round**

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

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

**Rainy Season**

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

**INSPECTION AND MAINTENANCE**

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

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

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

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

**REPORTING REQUIREMENTS**

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

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

**PAYMENT**

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

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

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

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

A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress estimate.
B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.08B, "Payment Before Final Estimate."

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

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

## 10-1.03 CONSTRUCTION SITE MANAGEMENT

### GENERAL

#### Summary

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-storm water at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents under these special provisions, refer to the Department's Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual 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

#### Definitions

**BMP Manual:** The Department's Construction Site Best Management Practices (BMP) Manual.

**Dewatering Guide:** The Department's Field Guide to Construction Site Dewatering.

**Minor spills:** Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.

**Preparation Manual:** The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

**Semi-significant spills:** Spills that can be controlled by a first responder with help from other personnel.

**Significant or hazardous spills:** Spills that cannot be controlled by construction personnel.

#### Submittals

Submit the following:

1. Material Safety Data Sheet (MSDS) at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored
3. Stormwater training:

    3.1. Include training dates and subject for employees and subcontractors with SWPPP or WPCP. Include dates and subject for ongoing training, including tailgate meetings.

    3.2. Employee training records:

        3.2.1. Within 5 days of SWPPP or WPCP approval for existing employees

        3.2.2. Within 5 days of training for new employees

        3.2.3. At least 5 days before subcontractors begin work for subcontractor's employees

4. Manifest forms for hazardous waste disposal within 5 days of transport and disposal
5. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

#### Quality Control and Assurance

Train all employees and subcontractors in these subjects:

1. Material pollution prevention and control
2. Waste management
3. Non-storm water management
4. Identifying and handling hazardous substances
5. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Training must take place before starting work on this job. New employees must receive the complete training before starting work on this job. Conduct weekly meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

## MATERIALS

Not used.

## CONSTRUCTION

### Spill Prevention and Control

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills: Clean up minor spills using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption
3. Clean contaminated area
4. Dispose of contaminated material promptly and properly

Semi-significant Spills: Clean up semi-significant spills immediately using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption where the spill occurs on paved or an impermeable surface
3. Contain the spill with an earthen dike and dig up contaminated soil for disposal where the spill occurs on soil
4. When the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of contaminated material promptly and properly

Significant or Hazardous Spills: Immediately notify qualified personnel of significant or hazardous spills. Take these steps:

1. Construction personnel must not attempt to cleanup the spill until qualified staff have arrived
2. Notify the Engineer and follow up with a written report
3. Obtain the services of a spills contractor or hazardous material team immediately
4. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the job site
5. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
7. Notify other agencies as appropriate, including:

    7.1. Fire Department
    7.2. Public Works Department
    7.3. Coast Guard
    7.4. Highway Patrol
    7.5. City Police or County Sheriff Department
    7.6. Department of Toxic Substances
    7.7. California Division of Oil and Gas
    7.8. Cal OSHA
    7.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC (Water Pollution Control) manager. WPC manager must notify the Engineer immediately. WPC manger must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Spills must not be buried or washed with water.

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

### Material Management

#### General

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

Implement the practices described in this section while taking delivery of, using, or storing these materials:

1. Hazardous chemicals including:

    1.1. Acids
    1.2. Lime
    1.3. Glues
    1.4. Adhesives
    1.5. Paints
    1.6. Solvents
    1.7. Curing compounds

2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum products including:

    6.1. Fuel
    6.2. Oil
    6.3. Grease

7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during unloading of hazardous materials or chemicals.

If practical, use less hazardous products.

#### Material Storage

Use these storage procedures:

1. 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.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Throughout the rainy season, cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original product labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facility must 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 entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Throughout the rainy season, protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

**Stockpile Management**

Implement practices described in this section for managing stockpiles:

1. During the rainy season
2. During the non-rainy season when the National Weather Service predicts precipitation with a probability of at least 30 percent

Use these stockpile management procedures:

1. Reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood.
2. Locate stockpiles:

    2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, or inlets unless approved
    2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless approved

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface
2. Covered with impermeable material
3. Protected from run-on and runoff

If you discontinue adding or removing material for up to 21 days the stockpile is considered still active during that period.

Control wind erosion during the non-rainy season and dry weather under Section 10, "Dust Control".

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove sediment.

**Waste Management**

**Solid Waste**

Do not allow litter or debris to accumulate anywhere on the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. WPC manager must monitor solid waste storage and disposal procedures on the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

Furnish enough closed-lid dumpsters of sufficient size to contain the solid waste generated by work activities. When refuse reaches the fill line, empty dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and more frequent pickup during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles in the job site yard, field trailers, and locations where workers gather for lunch and breaks.

**Hazardous Waste**

Use hazardous waste management practices if waste is generated on the job site from these substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. 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

WPC manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by the Environmental Laboratory Accreditation Program (ELAP) under the California Department of Public Health (CDPH) to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these special provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous wastes. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, or storm drain systems. Handle and dispose of these as hazardous waste: paints, thinners,

solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of these as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste.

WPC manager must inspect these daily:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

**Contaminated Soil**

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of these measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

**Concrete Waste**

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

Collect and dispose of portland cement concrete, AC, or HMA waste at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry
4. Concrete truck or other concrete-coated equipment is cleaned at the job site

**Sanitary and Septic Waste**

Do not bury or discharge wastewater from sanitary or septic systems within Department right of way. WPC manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourse, and flow lines.

Obtain written approval from local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

**Liquid Waste**

Use practices to prevent job site liquid waste from entering storm drain systems or watercourses. Liquid wastes include the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-storm water liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.
Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" unless the Engineer authorizes another method.

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

Drilling fluids and residue must be disposed of outside the highway right of way.

If an approved location is available within the job site, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these special provisions.

**Non-Storm Water Management**

**Water Control and Conservation**

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything on the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices . Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas: do not wash with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

**Illegal Connection and Discharge Detection and Reporting**

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule.

When illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illegal connections, discharges, or dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains or residue in ditches, channels or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances near junction structures

**Vehicle and Equipment Cleaning**

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment must be cleaned or washed in an outside area:

1. Paved with AC, HMA, or portland cement concrete
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water
4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

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

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.

WPC manger must inspect vehicle and equipment cleaning facilities:

1. Daily when vehicle and equipment cleaning occurs daily
2. Weekly when vehicle and equipment cleaning does not occur daily

### Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off the job site.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done on the job site, areas for these activities must be:

1. On level ground
2. Protected from stormwater run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

WPC manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily
2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

WPC manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

### Material and Equipment Used Over Water

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment. If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under vehicles or equipment on docks, barges, or other surfaces over water.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind.

### Structure Removal Over or Adjacent to Water

Do not allow demolished material to enter storm water systems or watercourses. Use approved covers and platforms to collect debris. Use attachments on equipment to catch debris on small demolition activities. Empty debris catching devices daily and handle debris under "Waste Management" of these special provisions.

WPC manager must inspect demolition sites within 50 feet of storm water systems or watercourses daily.

### Paving, Sealing, Sawcutting, and Grinding Activities

Prevent these materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities when precipitation is predicted during application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry from sawcutting activities immediately after slurry is produced. Do not allow slurry to run onto lanes open to public traffic or off the pavement.

Collect residue from portland cement concrete grinding activities with a vacuum attachment on the grinding machine. Do not leave residue on pavement or allow residue to flow across pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these special provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

### Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill preheating container above a level that is 6 inches below the top. Truck beds must be cleaned daily of scraps or melted thermoplastic.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. Release all pressure from melting tanks before removing the lid to fill or service. Do not fill melting tanks above a level that is 6 inches below the top.

Collect bituminous material from the roadway after marker removal.

### Pile Driving

Keep spill kits and cleanup material at pile driving locations. Pile driving equipment must be parked over drip pans, absorbent pads, or plastic sheeting with absorbent material. When precipitation is predicted, protect pile driving equipment by parking on plywood and covering with plastic.

When not in use, store pile driving equipment:

1. On level ground
2. Protected from stormwater run-on
3. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
4. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

If practicable, use vegetable oil instead of hydraulic fluid.

WPC manager must inspect pile driving area for leaks and spills:

1. Daily when pile driving occurs daily
2. Weekly when pile driving does not occur daily

**Concrete Curing**

Do not overspray chemical curing compound. Minimize drift by spraying as close to the concrete as possible. Cover drainage inlets before applying curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture while curing concrete.

**Concrete Finishing**

Collect and dispose of water and solid waste from high-pressure water blasting. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. Blast residue may contain hazardous material.

Inspect containment structures for concrete finishing activities for damage before each day of use and before predicted precipitation. Remove liquid and solid waste from the containment structure after each work shift.

**Sweeping**

Sweeping must be done using hand or mechanical methods such as vacuuming.

Sweeping must be done:

1. At the end of each work shift
2. When the National Weather Service predicts precipitation with a probability of at least 30 percent
3. On paved roads at job site entrance and exit locations
4. On paved areas within the job site that flow to storm drains or water bodies

You may stockpile collected material at the job site. Dispose of collected material at least once per week. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas.

Sediment collected from the roadway during sweeping may be disposed of within the job site. Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way".

**Dewatering**

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities.

If dewatering and discharging activities are specified under another work item such as "Temporary Active Treatment System" or "Dewatering and Discharge", then perform dewatering work as specified in those sections.

If dewatering and discharging activities are not specified under another work item, then:

1. At least 10 days before starting dewatering, submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," and "Water Pollution Control" of the Standard Specifications. Dewatering and Discharge Plan must include:

    1.1. Title sheet and table of contents
    1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
    1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
    1.4. Discharge alternatives such as dust control or percolation
    1.5. Visual monitoring procedures with inspection log

2. Conduct dewatering activities under the Field Guide for Construction Dewatering.
3. Ensure that dewatering discharge does not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.
4. Discharge water within project limits. If water cannot be discharged within project limits due to site constraints, dispose of it in the same way specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way".

5. Do not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any of those conditions.
6. WPC manager must inspect dewatering activities:

    6.1. Daily when dewatering work occurs daily
    6.2. Weekly when dewatering work does not occur daily

**PAYMENT**

The contract lump sum price paid for construction site management includes 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 ordered by the Engineer.

## 10-1.04 CONSTRUCTION SUPPORT FACILITIES

**Summary**

This work includes temporary water pollution control practices associated with construction support facilities.

**Submittals**

At least 5 days before operating a construction support facility, submit:

1. A plan showing the location and quantity of temporary water pollution control practices associated with the construction support facility
2. If you operate a batch plant or crushing plant under the General Industrial Permit, submit a copy of:

    2.1. Notice of Intent (NOI) approved by the RWQCB
    2.2. Storm Water Pollution Prevention Plan (SWPPP) approved by the RWQCB

**MATERIALS**

Not used.

**CONSTRUCTION**

If you operate construction support facilities, then you must protect storm water systems or watercourses from the discharge of potential pollutants by using temporary water pollution control practices.

Temporary water pollution control practices include:

1. Soil stabilization
2. Sediment control and other perimeter controls
3. Tracking controls
4. Wind erosion controls
5. Storm drain inlet protection

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; then you must obtain coverage under the Industrial General Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the jobsite
2. Within the jobsite that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the State Water Resources Control Board (SWRCB) for "Discharge of Stormwater associated with industrial activities excluding construction activities". This General Industrial Permit is available at:

http://www.waterboards.ca.gov/

The Department does not pay for temporary water pollution control practices installed at construction support facilities.

**10-1.05 COOPERATION**

It is anticipated that work by another contractor may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The following table lists contracts anticipated to be in progress during this contract.

| Contract No. | Co-Rte-PM | Location | Type of Work |
|---|---|---|---|
| 03-3E5604 | Nev-49-2.4/3.0 | Auburn | HMA Overlay |

Comply with Section 7-1.14, "Cooperation," of the Standard Specifications.

**10-1.06 SMALL BUSINESS UTILIZATION REPORT**

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

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

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

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

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

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

Failure to submit the Small Business Utilization Report is not considered a performance failure. Section 9-1.07E(3), "Performance Failure Withholds," of the Standard Specifications does not apply.

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

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

A. Date,
B. Federal Aid number (if applicable),
C. Contract number, district, county, route and post mile of project limits,
D. Company name of certifying vendor, street address, city, state and zip code,
E. Printed name, signature and title of certifying person; and

F. Category 1 temporary traffic control devices that will be used on the project.

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

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

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

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/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 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use.

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

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

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

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

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.

Orange background on construction area signs shall be fluorescent orange.

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

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

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

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

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

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

**10-1.09 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 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.

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

The full width of the traveled way shall be open for use by public traffic as shown in the table "Lane Closure Restriction for Designated Legal Holidays and Special Days" included in this section, "Maintaining Traffic."

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

Driveways and cross streets shall remain open at all times, except as noted herein. Driveways may be closed only when construction is actively in progress, however when two driveways access the same property, only one driveway may be closed at a time. During construction operations, the Contractor may close driveways and cross streets for a maximum of 30 minutes. Closures of driveways and cross streets shall conform to the provisions of “Closure Requirements and Conditions” of these special provisions. The Contractor shall notify business owners, and residents, a minimum of 72 hours prior to beginning any construction adjacent to a property.

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.

The maximum length of a single stationary lane closure shall be one mile.

Not more than one separate stationary lane closure will be allowed in each direction of travel at one time.

Local authorities shall be notified at least 5 business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

When work vehicles or equipment are parked within 6 feet of a traffic lane to perform active construction, 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 25-foot intervals to a point not less than 25 feet 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 48" x 48" 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.

On multilane roadways, a minimum of one paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic in each direction of travel.

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

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

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

Legends:

| | |
|---|---|
| | Refer to lane closure charts |
| x | The full width of the traveled way shall be open for use by public traffic after 14:00. |
| xx | The full width of the traveled way shall be open for use by public traffic. |
| xxx | The full width of the traveled way shall be open for use by public traffic until 24:00. |
| **H** | Designated Legal Holiday |
| **SD** | Special Day |

**Chart 1**
**Conventional Highway Lane Requirements**

| County: Pla | Route/Direction: 49 Northbound | PM: 7.5/R11.0 |
|---|---|---|

Closure Limits: PM 7.4/R11.0

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

Legend:

1 One lane, a minimum of 11 feet wide, shall be open in direction of travel.

2 Two adjacent lanes, each a minimum of 11 feet wide, shall be open in direction of travel.

REMARKS:

1- Two lanes plus left-turn pocket available.

2- See Lane Closure Restriction for Designated Legal Holidays and the day preceding Designated Legal Holidays in "Maintaining Traffic" of these special provisions for additional closure restrictions.

**Chart 2**
**Conventional Highway Lane Requirements**

| County: Pla | Route/Direction: 49 southbound | PM: 7.5/R11.0 |
|---|---|---|

Closure Limits: PM 7.4/R11.0

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

Legend:

1 One lane, a minimum of 11 feet wide, shall be open in direction of travel.

2 Two adjacent lanes, each a minimum of 11 feet wide, shall be open in direction of travel.

REMARKS:

1- Two lanes plus left-turn pocket available.

2- See Lane Closure Restriction for Designated Legal Holidays and the day preceding Designated Legal Holidays in "Maintaining Traffic" of these special provisions for additional closure restrictions.

## 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

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

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

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

Closure Schedule amendments, including adding additional closures, shall be submitted by noon to the Engineer, in writing, at least 3 business days in advance of a planned closure.

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

### 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 IMPACT ATTENUATOR VEHICLE

### GENERAL

#### Summary

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

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

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

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

Comply with the attenuator manufacturer's recommendations for:

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

#### Definitions

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

#### Submittals

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

#### Quality Control and Assurance

Attenuator must be a brand listed on the Department's pre-approved list under Highway Safety Features at:

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

### MATERIALS

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

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

Each impact attenuator vehicle must:

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

### CONSTRUCTION

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

An impact attenuator vehicle shall be used when using Standard Plans T10, T10A and T14.

On multilane conventional highways with the posted speed limit of 45 mph or greater, an impact attenuator vehicle shall be used when using either Standard Plans T11 or T12.

On multilane conventional highways with the posted speed limit less than 45 mph, an impact attenuator vehicle shall not be used when using either Standard Plans T11 or T12.

An impact attenuator vehicle shall not be used with Standard Plan T13.

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

Use impact attenuator vehicle as a shadow vehicle under traffic control for a moving lane closure.

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

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

**MEASUREMENT AND PAYMENT**

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

## 10-1.12 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 of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

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

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

**STATIONARY LANE CLOSURE**

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

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

**MOVING LANE CLOSURE**

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 7 feet 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 1/2 inch 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 1/2 inch high letters which states, "The bottom of this TMA shall be _____ inches ± _____ inch above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

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

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

**PAYMENT**

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals (including cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

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

## 10-1.13 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

**GENERAL**

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

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 LANELINE AND CENTERLINE DELINEATION

When lanelines or centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or 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 laneline or centerline delineation consisting entirely of temporary pavement markers shall be placed on longitudinal intervals of not more than 24 feet.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement markers used for temporary laneline and 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 laneline and centerline pavement delineation and no separate payment will be made therefor.

Full compensation for furnishing, placing, and maintaining temporary painted laneline and centerline pavement delineation shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

## 10-1.14 PORTABLE CHANGEABLE MESSAGE SIGNS

### GENERAL

#### Summary

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

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

#### Definitions

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

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

#### Submittals

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

#### Quality Control and Assurance

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

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

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

### MATERIALS

Portable changeable message sign must have 24-hour timer control or remote control capability.

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

### CONSTRUCTION

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

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

You or your representative must be available by cell phone for operations that require portable changeable message signs. Give the Engineer your cell phone number. When the Engineer contacts you, immediately comply with the Engineer's request to modify the displayed message.

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

Place portable changeable message sign in advance of the first warning sign for:

1. Each stationary lane closure
2. Each ramp closure
3. Each connector closure
4. Each shoulder closure
5. Each speed reduction zone

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

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

Remove portable changeable message sign when not in use.

**MEASUREMENT AND PAYMENT**

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

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

## 10-1.15 TEMPORARY CRASH CUSHION MODULE

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

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

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

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

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

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

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

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

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

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

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

    3.1. Northern California:

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

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

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

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

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

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

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

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

Temporary crash cushion modules placed in conformance with Section 7-1.09, "Public Safety," of the Standard Specifications will not be measured nor paid for.

## 10-1.16 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.

### RESIDUE CONTAINING HIGH LEAD CONCENTRATION PAINTS

Residue from grinding existing pavement, including any bituminous or polymer seals, is a non–hazardous waste containing lead in average concentrations less than 1000 mg/kg total lead and 5 mg/L soluble lead. This residue does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs and is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the Standard Specifications.

## COLD PLANE ASPHALT CONCRETE PAVEMENT

## GENERAL

### Summary

This work includes cold planing existing asphalt concrete pavement.

### Sequencing and Scheduling

Schedule cold planing activities to ensure rubberized warm mix asphalt (open graded) is placed over cold planed area during the same work shift before opening to traffic. If you cannot place RWMA-O over the entire cold planed area before opening it to traffic:

1. Construct a temporary RWMA-O taper to the level of the existing pavement.
2. Place RWMA-O during the next lane or shoulder closure for that area.
3. Submit a corrective action plan that shows that you are able to cold plane and place RWMA-O in the same work shift. Do not perform cold planing work until the Engineer approves the corrective action plan.

## MATERIALS

RWMA-O for temporary tapers must be of the same quality as the RWMA-O used elsewhere on the project or comply with "Minor Hot Mix Asphalt" of these special provisions.

## CONSTRUCTION

### General

Perform planing of asphalt concrete pavement without the use of a heating device to soften the pavement.

### Cold Planing Equipment

Cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves your request.
2. Equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head and:

    2.1. If a ski device is used, it must be at least 30 feet long, rigid, and 1 piece unit. The entire length must be used in activating the sensor.
    2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.

3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

### Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. The transverse slope of the planed surface must not vary more than 0.03 foot from the straightedge when placed at right angles to the centerline.

A drop-off of more than 0.15 foot is not allowed between adjacent lanes open to public traffic.

### Temporary RWMA-O Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary RWMA-O taper. RWMA-O for temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface
3. Completely removed before placing the permanent surfacing. The removed material must be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

**Disposal of Planed Material**

Remove cold planed material concurrent with planing activities, within 50 feet of the planer or as ordered.

Dispose of planed material and under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

**MEASUREMENT AND PAYMENT**

Cold plane asphalt concrete pavement is measured by the square yard.

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

Full compensation for removal of thermoplastic traffic stripe, painted traffic stripe, and pavement marking in areas of cold plane asphalt concrete is included in the contract price paid for cold plane asphalt concrete and no separate payment will be made therefor.

## 10-1.17 EARTHWORK

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

## 10-1.18 SHOULDER BACKING

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

Shoulder backing material shall be clean and free from organic matter and other deleterious substances. Shoulder backing may include any combination of broken stone, crushed gravel, natural rough-surfaced gravel, sand, and processed reclaimed asphalt concrete pavement, portland cement concrete pavement, lean concrete base, and cement treated base. Shoulder backing material shall conform to the following grading requirements:

**Shoulder Backing Grading Requirements**

| Sieve Sizes | Percentage Passing |
|---|---|
| 2" | 100 |
| 1" | 75 - 100 |
| 3/4" | 65 - 100 |
| No. 4 | 35 - 60 |
| No. 30 | 10 - 35 |
| No. 200 | 5 - 15 |

Sand Equivalent for shoulder backing material shall be from 10 to 35 determined in conformance with California Test 217 except if 100 percent reclaimed asphalt concrete pavement is used, the Sand Equivalent requirement is 10 minimum.

If 100 percent reclaimed asphalt concrete pavement is used, shoulder backing material must conform to the following grading requirements:

**Shoulder Backing Grading Requirements Using 100% Reclaimed Asphalt Concrete Pavement**

| Sieve Sizes | Percentage Passing |
|---|---|
| 1-1/2" | 100 |
| 3/4" | 70 - 100 |
| No. 4 | 30 - 80 |

If a combination of broken stone, crushed gravel, natural rough-surfaced gravel, and sand material is used, shoulder backing material shall conform to the following quality requirements:

**Shoulder Backing Quality Requirements Using Non-Reclaimed Materials**

| Specification | California Test | Requirement |
|---|---|---|
| Sand equivalent | 217 | 10 - 30 |
| Percentage crushed particles (%, min.) [a] | 205 | |
| One fractured face | | 75 |
| Two fractured faces | | 50 |
| Durability index (min.) | 229 | 25 |

Note:
[a] Applies to material retained on No. 4 sieve only

Shoulder backing material shall have a minimum unit weight of 105 pounds per cubic foot determined in conformance with California Test 212 using the Rodding Method.

Shoulder backing material that includes reclaimed asphalt concrete pavement shall not be placed within 100 feet measured horizontally of any culvert, watercourse, or bridge within the project limits.

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass, and debris. Removed weeds, grass, and debris 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.

Prior to placement of shoulder backing material, basement material shall be scarified to a minimum depth of 0.25 foot. Immediately prior to placement of shoulder backing material, scarified material shall be watered. Shoulder backing material shall be placed, watered, and rolled a minimum of two passes with a steel tired roller weighing not less than 8 tons to form a smooth, compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

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

Shoulder backing construction shall be completed along the edges of any portion of new pavement surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and W8-9 (LOW SHOULDER) signs off of and adjacent to the new pavement surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 500 feet on tangents and 200 feet on curves. W8-9 (LOW SHOULDER) signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 2,000 feet. The portable delineators and W8-9 (LOW SHOULDER) signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

The contract price paid per ton for imported material (shoulder backing) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### 10-1.19 FOG SEAL COAT

Fog seal coat shall conform to the provisions in Section 37-1, "Seal Coats," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions regarding application of asphaltic emulsion.

Asphaltic emulsion shall be either Grade SS1h or CSS1h.

## 10-1.20 RUBBERIZED WARM MIX ASPHALT (OPEN GRADED)

### GENERAL

#### Summary

This work includes producing and placing rubberized warm mix asphalt (open graded) (RWMA-O). Warm Mix Asphalt is defined as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

Use the following warm mix asphalt additives:

| | |
|---|---|
| Product name: | Evotherm |
| Producer name: | MeadWest Vaco Corporation |
| Contact: | Scott Dmytrow or Wade Miller |
| Phone number: | (916) 825 – 9415 or (949) 495 – 4822 |
| | |
| Product name: | Advera |
| Producer name: | PQ Corporation |
| Contact: | Annette Smith |
| Phone number: | (610) 651 – 4469 |
| | |
| Product name: | Sasobit |
| Producer name: | Sasol Wax Americas, Inc. |
| Contact: | Larry Michael |
| Phone number: | (301) 745 – 3334 |

#### Submittals

Submit information from producer selected for warm mix asphalt additive. Submit the method and location for addition additive.

Submit a list of names participating in the prepaving conference. Identify each participant's name, employer, title, and role in construction of RWMA-O with warm mix asphalt additives.

Submit the log of production data on electronic and printed media at the end of each production shift, or when requested by the Engineer. Each set of production data on electronic media must be in line feed carriage return, on one line, on a separate record, and with sufficient fields to satisfy the amount of data specified. The daily log must include:

1. Date of production
2. Time of day the data is captured
3. Data titles at least once per report
4. Aggregate size being treated
5. Flow rate of wet aggregate collected directly from the aggregate weigh belt
6. Aggregate moisture content at the time of treatment expressed as a percent of the dry aggregate
7. Calculated difference between the agreed warm mix asphalt additive ratio and the actual warm mix asphalt additive ratio

### MATERIALS

Asphalt binder mixed with asphalt modifier and crumb rubber modifier (CRM) for asphalt rubber binder must be PG 64-10.

The aggregate for RWMA-O- must comply with the ½" grading.

The Engineer uses the following formula to determine the optimum asphalt binder content for RWMA-O:

$OBC_2 = (OBC_1) \times 1.33$

where:

$OBC_1 =$ Optimum bitumen content using the specified PG asphalt binder under California Test 368.

$OBC_2 =$ Optimum bitumen content using asphalt rubber binder.

## CONSTRUCTION

### General

During production, make loose RWMA-O available at the plant for sampling. The Engineer determines the quantity and time for sampling.

### Prepaving conference

Discuss RWMA-O at the prepaving conference. Discuss the methods for production and placement including contingency planning and standards or workmanship.

Provide the facility for the prepaving conference. Attendees must include:

1. Project Manager
2. Superintendent
3. Technical representatives from each warm mix additive company
4. Paving subcontractors
5. Asphalt rubber binder supplier
6. Plant manager
7. Plant operator

### Technical Representatives

A technical representative from each warm mix asphalt additive supplier must be present during production and placement of RWMA-O. The technical representative must advise you, the Engineer, and the asphalt rubber binder producer. The technical representative must direct the mix operation as it relates to the warm mix asphalt additive.

The technical representative must advise the producer regarding plant and controller modifications necessary for product delivery and proper mixing. Plant modifications must comply with Materials Plant Quality Program (MPQP).

Review the plant to assure compliance Materials Plant Quality Program within 30 days before production of RWMA-O.

### Data Collection

The device controlling warm mix asphalt additive proportioning must produce a log of production data. The log must be a series of data captured at 1-minute intervals during production. Each 1-minute data set must register the production activity for that minute and not be a summation of the preceeding minute. Each 1-minute data set represents an amount of material produced 5 minutes before and 5 minutes after the capture time. Store collected data with the plant control device while the contract is in progress.

## Proportioning Warm Mix Asphalt Additives

### General

Proportion warm mix asphalt additives by weight. Use either a continuous or batch type plant.

### Continuous Mixing

If continuous proportioning for RWMA-O with warm mix asphalt additive is used, determine the exact ratio of warm mix asphalt additive to the total RWMA-W at the production rates to be used. Rate-of–flow indicators and totalizers for like materials must be accurate within 0.5 percent from each other. Comply with the following:

1. Weigh dry warm mix asphalt additives with a belt scale or loss in weight feeder. If operating from 30 to 100 percent of production capacity, the average difference between the indicated weight of material delivered and the actual weight delivered must not exceed 2.0 percent of the actual weight for 3 individual runs. For any of the 3 individual runs, the indicated weight of material delivered must not vary from the actual weight delivered by more than 3.0 percent of the actual weight. The platform scale's maximum capacity must not exceed 2.5 tons with a maximum graduation size of 0.10 pound. Each test run must be at least 100 pounds of warm mix asphalt additive.

   The addition device must rest on either concrete pads and or steel plates. The steel plates must be 1.5 inch thick and be no smaller than 20 inches width and height

2. Measure emulsified warm mix asphalt additive with a meter. If operating from 50 to 100 percent of production capacity, the difference between the indicated weight of emulsion delivered and the actual weight delivered must not

exceed 1.0 percent of the actual weight for 3 individual runs. Weigh tests on a platform scale located at the proportioning plant. The platform scale's maximum capacity must not exceed 2.5 tons with a maximum graduation size of 0.10 pound. Run tests for at least 300 lbs of emulsified warm mix asphalt additive.

**Batch Mixing**

If batch proportioning for RWMA-O with warm mix asphalt additive is used, comply with the following:

1. Proportion dry warm mix asphalt additives by weight. Weigh the additive at the warm mix asphalt production site with a scale appropriate for the amount of additive weighed. If batches use dry warm mix additive weighing less than 1 ton, use an automatic batch controller. Run tests for at least 100 pounds of dry warm mix asphalt additives.
2. Measure emulsified warm mix asphalt additive with a meter. If operating from 50 to 100 percent of production capacity, the difference between the indicated weight of emulsion delivered and the actual weight delivered must not exceed 1.0 percent of the actual weight for 3 individual runs. Weigh tests on a platform scale located at the proportioning plant. The platform scale's maximum capacity must not exceed 2.5 tons with a maximum graduation size of 0.10 pound. Run tests for at least 300 gallons of emulsified warm mix asphalt additive.
3. Proportioning for pre-blending the asphalt rubber binder and zeolite
   a) Weigh dry warm mix asphalt additives with a belt scale or loss in weight feeder. If operating from 30 to 100 percent of production capacity, the average difference between the indicated weight of material delivered and the actual weight delivered must not exceed 2.0 percent of the actual weight for 3 individual runs. For any of the 3 individual runs, the indicated weight of material delivered must not vary from the actual weight delivered by more than 3.0 percent of the actual weight. The platform scale's maximum capacity must not exceed 2.5 tons with a maximum graduation size of 0.10 pound. Each test run must be at least 100 pounds of warm mix asphalt additive.

      The addition device will rest on ***(a smooth level surface)*** either concrete pads or steel plates. The steel plates will be 1.5 inch thick and be no smaller than 20 inches width and height.

   b) The asphalt rubber binder will be measured with a mass flow meter (micromotion). The accuracy of the addition device shall be such that, when operating between 30 and 100 percent of production capacity, the average difference between the indicated weight of material delivered and the actual weight of material delivered will not exceed 1.0 percent of the actual weight for 3 individual runs. For any of the 3 individual runs, the indicated weight of material delivered shall not vary from the actual weight delivered by more than 2.0 percent of the actual weight. Test duration will be determined by the size of the flowmeter, following the CT 109 specification.

**RWMA-O Production and Placement**

Produce an asphalt mixture within the temperature range of 290ºF and 325 ºF.

For RHMA-O:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and surface temperature is at least 50 °F.
2 Complete the 1st coverage using 2 rollers before the surface temperature drops below 260 °F.
3. Complete all rolling operations before the surface temperature drops below 225°F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.
5. Do not allow traffic on new RHMA-O with warm mix asphalt additives until the surface temperature is below 120ºF

**Conform Tapers**

Place additional RWMA-O along the pavement's edge to conform to road connections and private drives. Hand-rake and compact the additional RWMA-O to form a smooth conform taper.

**Payment**

The contract price paid per ton for rubberized warm mix asphalt (open graded) using warm mix asphalt technologies as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, warm mix additives and technical representation and incidentals for doing all the work involved in constructing rubberized warm

mix asphalt (open graded) with warm mix asphalt additives, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

## 10-1.21 MINOR HOT MIX ASPHALT

### GENERAL

#### Summary

This work includes producing hot mix asphalt (HMA) at a central mixing plant and placing it as specified.

### MATERIALS

For minor HMA:

1. Do not submit a job mix formula.
2. Choose the 3/8-inch or 1/2-inch HMA Type A or Type B aggregate gradation under Section 39-1.02E, "Aggregate," of the Standard Specifications.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate gradation and 6.0 percent for 1/2-inch aggregate gradation.
4. Choose asphalt binder Grade PG 64-10, PG 64-16, or PG 70-10 under Section 92, "Asphalts," of the Standard Specifications.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content.

Tack coat must comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

## 10-1.22 FURNISH SIGN

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

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

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

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

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

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

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

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

### SHEET ALUMINUM

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

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

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

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

Base plate for standard route marker shall be die cut.

## RETROREFLECTIVE SHEETING

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

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

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

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

## PROCESS COLOR AND FILM

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

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

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

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

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

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

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

## SINGLE SHEET ALUMINUM SIGN

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

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

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

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

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

## FIBERGLASS REINFORCED PLASTIC PANEL SIGN

The Contractor shall furnish fiberglass reinforced plastic panel sign in accordance with ASTM Designation: D 3841 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: D 635, the extent of burning shall not exceed one inch.

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 0.135-inch thick. Finished fiberglass reinforced plastic panel signs shall be flat within a tolerance of ±1/32 inch per linear foot when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within ±1/8 inch of the specified dimensions.

Color of fiberglass reinforced plastic panels shall be uniform gray within Munsel color 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.

### 10-1.23 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

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

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd $m^{-2}$ $lx^{-1}$. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd $m^{-2}$ $lx^{-1}$.

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.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

| Minimum Stripe Thickness (inch) | Minimum Application Rate (lb/ft) |
|---|---|
| 0.098 | 0.34 |

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

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 thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

### 10-1.24 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 MAY 2006

# AMENDMENTS ISSUE DATE: 03-11-10

## SECTION 0 GLOBAL REVISIONS
**(Issued 06-05-09)**

Global revisions are changes to contract documents not specific to a section of the Standard Specifications. In each contract document at each occurrence, interpret the following terms as shown:

| Term | Interpretation | Conditions |
|---|---|---|
| AC | HMA | 1. Where AC means asphalt concrete<br>2. Except where existing AC is described |
| Asphalt concrete | Hot mix asphalt | Except where existing asphalt concrete is described |
| Class 1 concrete | Concrete containing not less than 675 pounds of cementitious material per cubic yard | -- |
| Class 2 concrete | Concrete containing not less than 590 pounds of cementitious material per cubic yard | -- |
| Class 3 concrete | Concrete containing not less than 505 pounds of cementitious material per cubic yard | -- |
| Class 4 concrete | Concrete containing not less than 420 pounds of cementitious material per cubic yard | -- |
| Clause providing an option to use either a class concrete or minor concrete | Use minor concrete | -- |
| Clause referring to a delay as a right-of-way delay | Delay under Section 8-1.09, "Delays" | -- |
| Contact joint | Construction joint | -- |
| Controlling operation | Controlling activity | -- |
| Engineer's Estimate | Verified Bid Item List | -- |
| Engineering fabrics | Geosynthetics | -- |
| Notice to Contractors | Notice to Bidders | -- |
| Partial payments | Progress payments | Except in Section 9-1.07D, "Mobilization" |
| PCC pavement | Concrete pavement | Except where existing PCC pavement is described |
| Portland cement concrete pavement | Concrete pavement | Except where existing portland cement concrete pavement is described |
| Project information | Supplemental project information | Except in "Contract Project Information Signs" |
| Reference to a working day or non–working day under Section 8-1.06, "Time of Completion" | Working day as defined in Section 1-4.02, "Glossary" | -- |
| Section 9-1.015 | Section 9-1.01C | -- |
| Section 86, "Signal, Lighting and Electrical Systems" | Section 86, "Electrical Systems" | -- |
| Section 86-2.07, "Traffic Pull Boxes" | Section 86-2.06, "Pull Boxes" | |

| | | |
|---|---|---|
| Section 86-2.08, "Conductors" | Section 86-2.08, "Conductors and Cables" | -- |
| Section 86-5.01A(5), "Installation Details" | Section 86-5.01A(4), "Installation Details" | -- |
| Section 86-6.05, "Sign Lighting Fixtures—Mercury" | Section 86-6.05, "Induction Sign Lighting Fixtures" | -- |
| Time extension due to an unanticipated event not caused by either party or an issue involving a third party under Section 8-1.07, "Liquidated Damages" | Non–working day | -- |
| Time extension due to an act of the Engineer or of the Department not contemplated by the contract | Time adjustment under Section 8-1.09B, "Time Adjustments" | -- |
| Weakened plane joint | Contraction joint | -- |

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## SECTION 1 DEFINITIONS AND TERMS
**(Issued 05-13-10)**

**Replace Section 1 with:**

## SECTION 1 GENERAL
## 1-1 GENERAL

### 1-1.01 GENERAL

Section 1 includes general rules of interpretation.

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

1. Use of:

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

2. Elimination of:

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

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

Sections 1 through 9 include general specifications applicable to every contract unless specified as applicable under certain conditions.

Sections 10 through 15 include specifications for general construction applicable to every contract unless specified as applicable under certain conditions.

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

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

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

A plural term includes the singular.

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

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

## 1-2 REFERENCES

### 1-2.01 REFERENCES

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

Interpret a reference to a section of the Standard Specifications as a reference to the Standard Specifications as revised by any amendment, special provision, or both.

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.

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

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

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

## 1-3 ABBREVIATIONS AND MEASUREMENT UNITS

### 1-3.01 ABBREVIATIONS

**Abbreviations**

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

## 1-3.02 MEASUREMENT UNITS

**Measurement Units**

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

# 1-4 DEFINITIONS

## 1-4.01 GENERAL

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

## 1-4.02 GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**contract item:** Bid item.

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

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

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

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

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

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

**Director:** Department's Director.

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

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

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

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

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

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

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

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

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

**holiday:**

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

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

**idle equipment:** Equipment:

1. On the job site at the start of a delay
2. Idled because of the delay
3. Not operated during the delay

**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.

**listed species:** Any species listed as threatened or endangered under (1) Federal Endangered Species Act of 1973, 16 USC §1531 et seq., (2) California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, (3) or both.

**material shortage:** Shortage of raw or produced material that is area-wide and caused by an unusual market condition, except if any of the following occurs:

1. Shortage relates to a produced, nonstandard material
2. Supplier's and the Contractor's priority for filling an order differs
3. Event outside the U.S. for a material produced outside the U.S.

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

**mobilization:** Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

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

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

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

**permitted biological activities:** Monitoring, surveying, or other practices that require a take permit and project specific permission from U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or Memorandum of Understanding with Department of Fish and Game.

**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.

**protective radius:** Minimum distance between construction activities and regulated species.

**regulated species:** Any species protected by one or any combination of the following:

1. Federal Endangered Species Act of 1973, 16 USC §1531 et seq.
2. California Endangered Species Act, Fish & Game Code §§2050–2115.5
3. Fish & Game Code §§1600–1616
4. National Environmental Policy Act, 42 USC §4321 et seq.
5. California Environmental Quality Act, Pub Res Code § 21000 et.seq.
6. Other law or regulation that governs activities that affect species or their habitats.

**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.

**routine biological activities:** Biological monitoring, surveying, or other activity that does not require a take permit from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or Memorandum of Understanding with Department of Fish and Game.

**service-approved biologist:** Biologist whose activities must be approved by a state or federal agency as provided in PLACs.

**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.

**small tool:** Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of $500 or less.

**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.

**take:** Legal definition regarding harm to listed species as defined in 16 USC §1532 and Fish & Game Code § 86.

**take permit:** Permit granted by the US Fish and Wildlife Service or by the NOAA Fisheries that allows take of federal listed species under 16 USC §1539 or by the Department of Fish & Game that allows take of state listed species under to Fish & Game Code § 2081.

**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.

**working day:** Time measure unit for work progress. A working day is any day except:

1. Saturdays and holidays
2. A day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:

    2.1. Adverse weather-related conditions that cause you to dismiss the crew
    2.2. Maintaining traffic under the contract
    2.3. The Engineer's direction to suspend the controlling activities for reasons unrelated to your performance
    2.4. An unanticipated event not caused by either party such as:

        2.4.1. Act of God (Pub Cont Code § 7105)
        2.4.2. Act of a public enemy
        2.4.3. Epidemic
        2.4.4. Fire
        2.4.5. Flood

2.4.6. Governor-declared state of emergency
2.4.7. Landslide
2.4.8. Quarantine restriction

2.5. An issue involving a third-party, including:

2.5.1. Industry or area-wide labor strike
2.5.2. Material shortage
2.5.3. Freight embargo
2.5.4. Jurisdictional requirement of a law enforcement agency
2.5.5. Workforce labor dispute of a utility or non-highway facility owner resulting in a utility or non-highway facility reconstruction not described and not solely for the Contractor's convenience

## 1-5 DISTRICTS

**District Composition and Office Addresses**

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

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

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

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

| Agency, Department Unit, or Reference | Web Site | Address | Telephone No. |
|---|---|---|---|
| Bidders Exchange | www.dot.ca.gov/hq/esc/oe/weekly_ads/index.php | MSC 26<br>BIDDERS EXCHANGE<br>DEPARTMENT OF TRANSPORTATION<br>1727 30TH ST<br>SACRAMENTO CA 95816-7005 | |
| Department | www.dot.ca.gov | | |
| Department of General Services, Office of Small Business and DVBE Services | www.pd.dgs.ca.gov/smbus/default.htm | OFFICE OF SMALL BUSINESS AND DVBE SERVICES<br>DEPARTMENT OF GENERAL SERVICES<br>707 3RD ST<br>WEST SACRAMENTO CA 95605-2811 | (800) 559-5529<br>(916) 375-4940 |
| Department of Industrial Relations | www.dir.ca.gov | | |
| Department of Industrial Relations, Division of Apprenticeship Standards | | 455 GOLDEN GATE AVENUE<br>SAN FRANCISCO, CA 94102 | |
| Division of Accounting, Office of External Accounts Payable | http://www.dot.ca.gov/hq/asc/oap/payments/contact.htm#conpets1 | MAJOR CONSTRUCTION PAYMENT AND INFORMATION UNIT<br>OFFICE OF EXTERNAL ACCOUNTS PAYABLE<br>DIVISION OF ACCOUNTING<br>DEPARTMENT OF TRANSPORTATION<br>P.O. BOX 168043<br>SACRAMENTO, CA 95816-8043 | (916) 227-9013 |
| Office Engineer | | MSC 43<br>OFFICE ENGINEER<br>DEPARTMENT OF TRANSPORTATION<br>1727 30TH ST<br>SACRAMENTO CA 95816-7005 | |
| Office Engineer–Verified Bid Results | http://www.dot.ca.gov/hq/esc/oe/awards/bidsum_html/6week_list.html. | | |
| Offices of Structure Design, Documents Unit | | MSC 9-4/4I<br>DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN<br>DEPARTMENT OF TRANSPORTATION<br>1801 30TH ST<br>SACRAMENTO CA 95816-7006 | (916) 227-0716 |
| Publication Distribution Unit | | PUBLICATION UNIT<br>DEPARTMENT OF TRANSPORTATION<br>1900 ROYAL OAKS DRIVE<br>SACRAMENTO CA 95815-3800 | |

| | | | |
|---|---|---|---|
| Transportation Laboratory | | MATERIALS AND ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES 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 | | |

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## SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS
**(Issued 05-13-10)**

**Replace Section 2 with:**
## SECTION 2 BIDDING

### 2-1.01 GENERAL

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

### 2-1.02 BID INELIGIBILITY

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

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

### 2-1.03 BID DOCUMENTS

#### 2-1.03A General

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

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

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

To obtain bid books, submit a request using the Bidders Exchange Web site.

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

1. Department's Web site
2. Bidders Exchange

To obtain bid books, special provisions, Amendments to the Standard Specifications, and project plans for an informal-bid contract, contact the Bidders Exchange.

#### 2-1.03B Supplemental Project Information

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

If an Information Handout is available, you may view it at:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/index.php

If rock cores are available for inspection, you may view them by sending a request to Coreroom@dot.ca.gov. If other supplemental project information is available for inspection, you may view it by phoning in a request. Make your request at least 7 days before viewing. Include in your request:

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

For rock cores, also include the bridge number in your request.
If bridge as-built drawings are available:

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

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

## 2-1.04–2-1.10 RESERVED

## 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.
On the Subcontractor List you may either submit each subcontracted bid item number and corresponding percentage with your bid or fax this information to (916) 227-6282 within 24 hours after bid opening. If you fail to submit this information within the time specified, your bid is nonresponsive.
Except for the bid item number and the percentage of each 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. If your bid for time exceeds the number of working days described in the Notice to Bidders, your bid is nonresponsive.

### 2-1.12C Subcontractor List

In the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or $10,000, whichever is greater (Pub Cont Code § 4100 et seq.)
The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

### 2-1.13 BIDDER'S SECURITY

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

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

Make checks and bonds payable to the Department of Transportation.

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

### 2-1.14 BID SUBMITTAL

Submit your bid:

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

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

### 2-1.15 BID WITHDRAWAL

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

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

### 2-1.16 BID OPENING

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

### 2-1.17 BID REJECTION

The Department may reject:

1. All bids
2. A nonresponsive bid

### 2-1.18 BID RELIEF

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

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

### 2-1.19 SUBMITTAL FAILURE HISTORY

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

### 2-1.20 BID RIGGING

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

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

## SECTION 3 AWARD AND EXECUTION OF CONTRACT
**(Issued 03-11-10)**

**Replace Section 3 with:**

## SECTION 3 CONTRACT AWARD AND EXECUTION

### 3-1.01 SCOPE

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

### 3-1.02 CONTRACT AWARD

Submit any bid protest to the Office Engineer.

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

**Contract Award Period**

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

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

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

The successful bidder must furnish 2 bonds:

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

The Department furnishes the successful bidder with bond forms.

### 3-1.04 CONTRACTOR LICENSE

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

For a non-Federal-aid contract:

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

### 3-1.05 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12, "Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.

3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is $50,000 or higher.

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

**3-1.06 RESERVED**

**3-1.07 PAYEE DATA RECORD**

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

**3-1.08 RESERVED**

**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. Payee data record

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

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

The following is a copy of the Contract form:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**CONTRACT**
DES-OE-0103A (REV 03/2010)

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 | LICENSE NUMBER |

DEPARTMENT OF TRANSPORTATION

| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* |
|---|---|
| PRINTED NAME AND TITLE OF PERSON SIGNING | |

**This contract has been certified as complying with the State Contract Act:**

| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* |
|---|---|
| PRINTED NAME AND TITLE OF PERSON SIGNING | |

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

### 3-1.10 BIDDERS' SECURITIES

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

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## SECTION 4 SCOPE OF WORK
**(Issued 06-05-09)**

**Add to Section 4-1.01:**

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

**Add:**

### 4-1.015 PROJECT DESCRIPTION

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

**Replace Section 4-1.03 with:**

### 4-1.03 CHANGES

#### 4-1.03A General

The Department may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Contract Change Order.

A Contract Change Order is approved when the Department signs the Contract Change Order.

Submit detailed cost data for a payment adjustment for:

1. Request for a payment adjustment for a bid item
2. Payment adjustment resulting from a change of more than 25 percent in the bid item's quantity if requested

If ordered, start the work before receipt of an approved Contract Change Order.

You may protest a Contract Change Order.

#### 4-1.03B Increased or Decreased Quantities

The Department adjusts payment for changed quantities and eliminated items under Section 9-1.05, "Changed Quantity Payment Adjustments."

#### 4-1.03C Changes in Character of Work

The Department adjusts payment for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications
3. No approved Contract Change Order addresses the payment

The Department adjusts the payment under Section 9-1.06, "Work-Character Changes."

#### 4-1.03D Extra Work

The Department classes new and unforeseen work as extra work if the Engineer determines that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. If portions of this work are covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or specifications.

**Add:**

## 4-1.035 VALUE ENGINEERING

### 4-1.035A General

Reserved

### 4-1.035B Value Engineering Change Proposal

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

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

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

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

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

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

The VECP must include:

1. Description of the contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of contract specifications and drawing details that would be changed.
3. Detailed cost estimate for performing the work under the existing contract and under the proposed change. Determine the estimates under Section 9-1.03, "Force Account Payment."
4. Deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.

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

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

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

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

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

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

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

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

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

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

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

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

**4-1.035C Value Analysis Workshop**

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

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

The Department offers a value analysis workshop to:

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

If the request is authorized, you and the Engineer:

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

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

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

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

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

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## SECTION 5 CONTROL OF WORK
**(Issued 03-11-10)**

**Add:**

### 5-1.005 GENERAL

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

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

The Engineer furnishes the following in writing:

1. Approvals

2. Authorizations
3. Certifications
4. Decisions
5. Notifications
6. Orders
7. Responses

The Contractor must furnish the following in writing:

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

The Department rejects a form if it has any error or any omission.
Convert foreign language documents to English.
Use contract administration forms available at the Department's Web site.
If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**Add to 5-1.01:**

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

**Add:**

**5-1.011 PROTESTS**

You may protest an Engineer's decision by submitting an RFI under Section 5-1.145, "Requests for Information."

**Add:**

**5-1.012 PARTNERING**

**5-1.012A General**

The Department strives to work cooperatively with all contractors; partnering is our way of doing business. The Department encourages project partnering among the project team, made up of significant contributors from the Department and the Contractor, and their invited stakeholders.
For a project with a total bid greater than $1 million, professionally facilitated project partnering is encouraged.
For a project with a total bid greater than $10 million, professionally facilitated project partnering is required.
In implementing project partnering, you and the Engineer manage the contract by:

1. Using early and regular communication with involved parties
2. Establishing and maintaining a relationship of shared trust, equity, and commitment
3. Identifying, quantifying, and supporting attainment of mutual goals
4. Developing strategies for using risk management concepts
5. Implementing timely communication and decision making
6. Resolving potential problems at the lowest possible level to avoid negative impacts
7. Holding periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the life of the project
8. Establishing periodic joint evaluations of the partnering process and attainment of mutual goals

Partnering does not void any contract part.

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

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

In implementing project partnering, the project team must:

1. Create a partnering charter that includes:

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

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

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

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

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

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

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

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

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

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

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

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

1. Active Listening
2. Building Teams
3. Change Management
4. Communication
5. Conflict Resolution
6. Cultural Diversity
7. Dealing with Difficult People
8. Decision Making

9. Effective Escalation Ladders
10. Emotional Intelligence
11. Empathy
12. Ethics
13. Facilitation Skills
14. Leadership
15. Partnering Process and Concepts
16. Project Management
17. Project Organization
18. Problem Solving
19. Running Effective Meetings
20. Time Management
21. Win-Win Negotiation

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

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

**5-1.012D Payment**

The Department pays you for:

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

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

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

**Add:**

**5-1.015 RECORDS**

**5-1.015A General**

Reserved

**5-1.015B Record Retention**

Retain project records from bid preparation through:

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

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

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

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

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

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

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

### 5-1.015D Cost Accounting Records

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

1. Work performed based on bid item prices
2. Work performed by change order other than extra work. Distinguish this work by:

    2.1. Bid item prices
    2.2. Force account
    2.3. Agreed price

3. Extra work. Distinguish extra work by:

    3.1. Bid item prices
    3.2. Force account
    3.3. Agreed price
    3.4. Specialist billing

4. Work performed under potential claim records
5. Overhead
6. 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 costs of work performed by change order.

Within 7 days after performing the work, 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 bill.

The Department provides billing system:

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

Each representative must maintain a unique password.

**Replace Section 5-1.04 with:**

## 5-1.04 CONTRACT COMPONENTS

A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:

    1.1. Special provisions
    1.2. Project plans
    1.3. Revised Standard Plans
    1.4. Standard Plans
    1.5. Amendments to the Standard Specifications
    1.6. Standard Specifications
    1.7. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, request correction or clarification.

**Add:**

## 5-1.055 SUBCONTRACTING

### 5-1.055A General

No subcontract releases you from the contract or relieves you of your responsibility for a subcontractor's work.

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

**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 5-1.10 with:**

**5-1.10 EQUIPMENT**

Clearly stencil or stamp at a clearly visible location on each piece of equipment except hand tools an identifying number and:

1. On compacting equipment, its make, model number, and empty gross weight that is either the producer's rated weight or the scale weight
2. On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and producer's rated capacity

Submit a list:

1. Describing each piece of equipment
2. Showing its identifying number

Upon request, submit producer's information that designates portable vehicle scale capacities.

For proportioning materials, use measuring devices, material plant controllers, and undersupports complying with Section 9-1.01B, "Weighing Equipment and Procedures."

Measuring devices must be tested and approved under California Test 109 in the Department's presence by any of the following:

1. County Sealer of Weights and Measures
2. Scale Service Agency
3. Division of Measurement Standards Official

The indicator over-travel must be at least 1/3 of the loading travel. The indicators must be enclosed against moisture and dust.

Group measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

**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

You may protest the Engineer's decision.

**Replace Section 5-1.14 with:**

**5-1.14 COST REDUCTION INCENTIVE**

Comply with Section 4-1.035B, "Value Engineering Change Proposal."

**Add:**

**5-1.145 REQUESTS FOR INFORMATION**

Submit an RFI upon recognition of any event or question of fact arising under the Contract.

The Engineer responds to the RFI within 5 business days. Proceed with the work unless otherwise ordered. You may protest the Engineer's response by:

1. Submitting an Initial Potential Claim Record within 5 business days after receipt of the Engineer's response
2. Complying with Section 5-1.146, "Potential Claims and Dispute Resolution"

**Add:**

**5-1.146 POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

**5-1.146A General**

Minimize and mitigate impacts of potentially claimed work or event.

For each potential claim, assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record
2. Supplemental Potential Claim Record
3. Full and Final Potential Claim Record

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Cont Code § 10240.2)

**5-1.146B Initial Potential Claim Record**

Submit an Initial Potential Claim Record within 5 business days of the Engineer's response to the RFI. The Initial Potential Claim Record establishes the claim nature and circumstances. The claim nature and circumstances must remain consistent.

The Engineer responds within 5 business days of the date of the Initial Potential Claim Record. Proceed with the potentially claimed work unless ordered.

Within 20 days of a request, provide access to the project records determined necessary by the Engineer to evaluate the potential claim.

**5-1.146C Supplemental Potential Claim Record**

Within 15 days of submitting the Initial Potential Claim Record, submit a Supplemental Potential Claim Record including:

1. Complete nature and circumstances causing the potential claim or event
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of individual costs stating how the estimate was determined
4. TIA

The Engineer evaluates the Supplemental Potential Claim Record and furnishes you a response within 20 days of submittal. If the estimated cost or effect on the scheduled completion date changes, update the Supplemental Potential Claim Record information as soon as the change is recognized and submit this information.

**5-1.146D Full and Final Potential Claim Record**

Notify the Engineer within 10 days of the completion date of the potentially claimed work. The Engineer approves this completion date or notifies you of a revised date.

Within 30 days of the completion of the potentially claimed work, submit a Full and Final Potential Claim Record including:

1. A detailed factual account of the events causing the potential claim, including:

    1.1. Necessary dates
    1.2. Locations
    1.3. Work items affected by the potential claim

2. The Contract documents supporting the potential claim and a statement of the reasons these parts support entitlement
3. If a payment adjustment is requested, an itemized cost breakdown. Segregate costs into the following categories:

    3.1. Labor, including:

        3.1.1. Individuals
        3.1.2. Classifications
        3.1.3. Regular and overtime hours worked
        3.1.4. Dates worked

    3.2. Materials, including:

        3.2.1. Invoices
        3.2.2. Purchase orders
        3.2.3. Location of materials either stored or incorporated into the work
        3.2.4. Dates materials were transported to the job site or incorporated into the work

    3.3. Equipment, including:

        3.3.1. Detailed descriptions, including make, model, and serial number
        3.3.2. Hours of use
        3.3.3. Dates of use
        3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the claim was performed

4. If a time adjustment is requested:

    4.1. Dates for the requested time.
    4.2. Reasons for a time adjustment.
    4.3. Contract documentation supporting the requested time adjustment.
    4.4. TIA. The TIA must demonstrate entitlement to a time adjustment.

5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, cancelled checks, job cost reports, payment records, and rental agreements
6. Relevant information, references, and arguments that support the potential claim

The Department does not consider a Full and Final Potential Claim Record that does not have the same nature, circumstances, and basis of claim as those specified on the Initial Potential Claim Record and Supplemental Potential Claim Record.

The Engineer evaluates the information presented in the Full and Final Potential Claim Record and furnishes you a response within 30 days of its receipt unless the Full and Final Potential Claim Record is submitted after Contract acceptance; in which case, a response may not be furnished. The Engineer's receipt of the Full and Final Potential Claim Record must be evidenced by postal return receipt or the Engineer's written receipt if delivered by hand.

**5-1.146E Dispute Resolution**

Comply with Section 5-1.15, "Dispute Resolution."

**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.

The dispute resolution process is not a substitute for filing an RFI and complying with the requirements of Section 5-1.146, "Potential Claims and Dispute Resolution."

### 5-1.15B Dispute Resolution Advisor

Section 5-1.15B, "Dispute Resolution Advisor," applies to a contract with a total bid 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 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 Resolution 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 Standard Specifications 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**

The 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 Resolution 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.

The 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.

The 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 potential claim record, and the Engineer's response to the supplemental potential claim record.

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 Area Construction Engineer, Resident Engineer, and Structure Representative and the CONTRACTOR's or subcontractor's, 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 potential claim record, 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 5-1.15B, "Dispute Resolution Advisor," of the Standard Specifications 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

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 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 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 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

The CONTRACTOR shall make direct payments to the DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

The 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 the DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

### B. INSPECTION OF COSTS RECORDS

The 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

The DRA shall not assign the work of this AGREEMENT.

## SECTION VII TERMINATION OF DRA

The 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 DEPARTMENT OF TRANSPORTATION |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |

**5-1.15C Dispute Resolution Board**

Section 5-1.15C, "Dispute Resolution Board," applies to a contract with a total bid of over $10 million.

The Dispute Resolution Board, hereinafter referred to as "DRB," is a three member board established by the Department and Contractor to assist in the resolution of disputes.

The DRB shall be established by the Department and the Contractor within 45 days after contract approval.

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

The Department and Contractor shall provide the other written notification for approval of the name of their DRB nominee along with the nominee's disclosure statement.

Disclosure statements shall include a resume of the nominee's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract. Objections to nominees shall be based on a specific breach or violation of nominee responsibilities or on nominee qualifications. The Department or the Contractor may, on a one-time basis, object to the other's nominee without specifying a reason and this person shall not be selected for the DRB. Another person shall then be nominated within 15 days.

The 2 DRB members shall proceed with the selection of the third DRB member immediately after receiving written notification from the Department of their selection. The 2 DRB members shall provide their recommendation simultaneously to the parties within 15 days. The third member shall provide disclosure statement to the first 2 DRB members, to the Department, and the Contractor. The professional experience of the third DRB member shall complement that of the first 2 DRB members. The third DRB member shall be subject to mutual approval of the Department and the Contractor. If the 2 DRB members cannot agree on the third nominee, they shall submit a list of nominees to the Department and the Contractor for final selection and approval.

If the Department and the Contractor cannot agree on the third DRB member, or if the first 2 DRB members are unable to agree upon a recommendation, the Department and the Contractor shall select 6 names from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 of the State Contract Act. The 2 DRB members shall then select one of the 6 names by a blind draw.

The 3 DRB members shall appoint one member as a chairperson to provide leadership for the DRB's activities. The chairperson shall be approved by the Department and the Contractor. In the event of an impasse, the third DRB member shall become the chairperson.

The Department and Contractor shall complete and adhere to the Dispute Resolution Board Agreement. No DRB meeting shall take place until the Dispute Resolution Board Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If the DRB needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRB recommendations are nonbinding.

The Contractor shall not use the DRB for disputes between the subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRB member replacements are selected in the same manner as the original selection. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement. The Dispute Resolution Board Agreement shall be amended to reflect the change in the DRB.

Failure of the Contractor to participate in establishing the DRB will result in the withholding of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRB withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in establishing the DRB and no interest will be due the Contractor.

The Department and the Contractor shall bear the costs and expenses of the DRB equally.

Each DRB member shall be compensated at an agreed rate of $1,500 per day for time spent per meeting either at the start of the project, for scheduled progress, or dispute meetings. A member serving on more than one Department DRB or Dispute Resolution Advisor (DRA), regardless of 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 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 Department and Contractor. Time away from the project, which has been specifically agreed to in advance by the Department and 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 Department will provide conference facilities for DRB meetings at no cost to the Contractor.

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 Department will reimburse the Contractor for the Department'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 Department's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

The Contractor shall submit extra work bills and include evidence of every payment to each DRB member in the form of a cancelled check or bank statement within 30 days of payment.

The cost of technical services requested by the DRB will be borne equally by the State and Contractor. There will be no markups for these costs.

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

**DISPUTE RESOLUTION BOARD AGREEMENT**

_____
(Contract Identification)

Contract No. _____

**THIS DISPUTE RESOLUTION 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 Resolution Board, hereinafter called the "DRB" consisting of the following members:

_____ ,
(DRB Member)

_____ ,
(DRB Member)

and _____
(DRB Chairperson)

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 Standard Specifications 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; and

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 timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The DRB is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRB shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRB shall perform the services necessary to participate in the DRB's actions as designated in Section III, Scope of Work.

**SECTION II DRB QUALIFICATIONS**

DRB members 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.

No DRB member shall have prior direct involvement in this contract. No DRB member 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 DRBs and DRAs 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.

DRB members 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 DRB includes, but is not limited to, the following:

### A. PROCEDURES

The DRB shall 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 DRB established procedures shall only be implemented upon approval of the parties.

The DRB Chairperson shall schedule progress and dispute meetings and any other DRB activities.

The parties shall not call on any of the DRB members, who served on this contract, as a witness in arbitration proceedings, which may arise from this contract.

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 opinions.

During progress or 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. 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.

### B. PROGRESS MEETINGS

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. Scheduled progress meetings may be waived, if the parties are in agreement, when the only work remaining is plant establishment work. 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 STATE's representative of the status of the work as the STATE views it.
5. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
6. A brief description by the CONTRACTOR's and the STATE's representative of potential claims and disputes that 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 potential claims and disputes.

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.

### C. 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.

Either the STATE or the CONTRACTOR may request a dispute meeting with the DRB. The requesting party shall simultaneously notify the other party of each dispute meeting request. Upon being notified of the need for a dispute meeting, the DRB shall review and consider the dispute. The DRB 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.

No DRB dispute meeting shall take place later than 30 days prior to acceptance of the contract.

Only the STATE's Area Construction Engineer, Resident Engineer, and Structure Representative and the CONTRACTOR's or subcontractor's, 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 DRB, 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 DRB 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 DRB shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. 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. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRB questions and requests.

There shall be no testimony under oath or cross-examination, during DRB 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 DRB in conformance with the procedures established at the first meeting between the DRB and the parties. These established procedures 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 DRB as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by two 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 shall make every effort to reach a unanimous decision.

**1. TRADITIONAL DISPUTE MEETING:**

The following procedure shall be used for the traditional dispute meeting:

a. Within 21 days after receiving the STATE's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRB if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRB, 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 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.

b. The parties 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.

c. 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.

d. The DRB may request clarifying information of either party within 10 days after the dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request.

e. The DRB shall furnish a written report to the parties with its conclusion(s) and recommendation(s). The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of the parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the dispute, and the DRB's interpretation and reasoning in arriving at its conclusion(s) and recommendation(s) and, if appropriate, recommends guidelines for determining compensation. The DRB's written opinion 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.

f. Within 30 days after receiving the DRB's report, the parties 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 a written response requesting the DRB reconsider their recommendation, 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.

g. Either party may seek a reconsideration of the DRB's recommendation. The DRB shall only grant 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.
h. If the parties are able to settle their dispute with the aid of the DRB's report, the STATE and the CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the settlement, either party may request the DRB to make a recommendation regarding compensation.

**2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, the parties and the DRB 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 DRB with one copy of pertinent documents requested by the DRB that are or may become necessary for the DRB 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 DRB.
b. After the dispute meeting has concluded, the DRB members 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 DRB then verbally delivers its recommendation with findings, including minority opinion, if any, to the parties.
d. After the recommendation is presented, the parties may ask for clarifications.
e. Occasionally the DRB may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRB 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 DRB's opinion, the STATE and the CONTRACTOR shall promptly accept and implement the settlement of the parties.
g. The DRB will not be bound by its verbal recommendation in the event that a dispute is later heard by the DRB 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 5-1.15C, "Dispute Resolution Board," of the Standard Specifications 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**

DRB members shall not begin work under the terms of this AGREEMENT, until authorized in writing by the STATE or as agreed to by the parties. Once established, the DRB shall be in operation until the Director accepts the contract. If the contract is terminated in accordance with Section 8-1.08, "Termination of Control," of the Standard Specifications, the DRB will be dissolved.

**SECTION V PAYMENT**

Each DRB member shall be compensated at an agreed rate of $1,500 per day for time spent per meeting, either at start of project, or a scheduled progress or a dispute meeting. A member serving on more than one State DRB or DRA, regardless of 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 DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB member to 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 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 DRB.

**A. PAYMENT PROCESSING**

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, and technical services.

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 the CONTRACTOR.

**B. INSPECTION OF COSTS RECORDS**

DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States federal government, 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**

DRB members shall not assign the work of this AGREEMENT.

**SECTION VII TERMINATION OF A DRB MEMBER**

DRB members may resign after providing not less than 15 days written notice of their resignation to the STATE and the CONTRACTOR. A DRB member may be terminated, by either party, for failing to comply at all times with all required employment or financial disclosure conditions of DRB membership in conformance with the terms of the contract and this AGREEMENT.

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.

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 Resolution Board Agreement shall be amended to reflect the change of a DRB member.

Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and DRB members.

**SECTION VIII LEGAL RELATIONS**

The parties hereto mutually understand and agree that each DRB member 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 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 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 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 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 DRB. 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, 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. Disputes between the DRB and either party, which 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 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 DRB in progress, except for private meetings or deliberations of the DRB that do not become part of the project records.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

**SECTION XIII CERTIFICATION OF CONTRACTOR, DRB, AND STATE**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

By: _____

Title: _____

DRB MEMBER

By: _____

Title :_____

DRB CHAIRPERSON

By :_____

Title :_____

CONTRACTOR

CALIFORNIA DEPARTMENT
OF TRANSPORTATION

By: _____ By: _____

Title: _____ Title: _____

**Add:**

**5-1.16–5-17 (BLANK)**

**Add:**

**5-1.18 PROPERTY AND FACILITY PRESERVATION**

**5-1.18A General**

Preserve property and facilities, including:

1. Adjacent property
2. Department's instrumentation
3. ESAs
4. Lands administered by other agencies
5. Railroads and railroad equipment
6. Roadside vegetation not to be removed
7. Utilities
8. Waterways

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

Install sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Dispose of temporary facilities when they are no longer needed.

If you damage plants not to be removed:

1. Dispose of them outside the right of way unless the Engineer allows you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species.

Replace trees with 24-inch-box trees.

Replace shrubs with No. 15 container shrubs.

Replace ground cover plants with plants from flats. Replace Carpobrutus ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment period is specified, replace plants before the start of the plant establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting and saturate the backfill soil around and below the roots or ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The Department may make a temporary repair to restore service to a damaged facility.

If working on or adjacent to railroad property, do not interfere with railroad operations.

For an excavation on or affecting railroad property, submit work plans showing the system to be used to protect railroad facilities. Allow 65 days for the Engineer's review of the plans. Do not perform work based on the plans until the Engineer notifies you they are accepted.

**5-1.18B Nonhighway Facilities (Including Utilities)**

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.The Department may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 3 business days before you contact the regional notification center under Govt Code § 4216 et seq. Failure to contact the notification center prohibits excavation.

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters, or junction boxes.

Notify the Engineer if the infrastructure described in the Contract cannot be found. If after giving the notice, you find the infrastructure in a substantially different location than described, finding the infrastructure is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Underground infrastructure described in the Contract may be in different locations than described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, immediately notify the Engineer and the infrastructure owner. The Engineer orders the locating and protecting of the infrastructure. The locating and protecting is paid for as extra work as specified in Section 4-1.03D, "Extra Work." If ordered, repair infrastructure damage. If the damage is not due to your negligence, the repair is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

If necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. The Department does not adjust time or payment for rearrangement different from the Contract
5. Pay the infrastructure owner any additional cost

Immediately notify the Engineer of a delay due to the presence of main line underground infrastructure not described in the Contract or in a substantially different location or due to rearrangement different from the Contract. The Department pays for one of these delays in the same manner as specified for a right of way delay in Section 8-1.09, "Right of Way Delays."

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## SECTION 6 CONTROL OF MATERIALS
**(Issued 05-01-09)**

**Replace Section 6-1.05 with:**

### 6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

**Add:**

**6-1.075 GUARANTEE**

Guarantee the work remains free from substantial defects for 1 year after contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

**In Section 6-1.08 delete the 2nd paragraph.**

**Add:**

**6-1.085 BUY AMERICA (23 CFR 635.410)**

For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

**Add:**

**6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))**

Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

**In Section 6-2.01 delete the 4th paragraph.**

**In Section 6-2.01 replace the 7th paragraph with:**

Upon the Contractor's written request, the Department tests materials from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge the Contractor for the tests; otherwise, the Department deducts the test cost.

**In Section 6-2.01 delete the 8th paragraph.**

**In Section 6-2.02 delete the 3rd paragraph.**

**In Section 6-2.02 in the 7th paragraph, replace the 2nd sentence with:**

The Department deducts the charges for the removed material.

**In Section 6-2.03 in the 3rd paragraph, replace the 5th sentence with:**

No allowance or additional compensation will be made for lost time or for delay in completing the work due to moving the Contractor's plant from the designated mandatory source to the alternative mandatory source, other than a time adjustment as specified in Section 8-1.09, "Delays."

**In Section 6-3.01 delete the 4th paragraph.**

**In Section 6-3.01 in the 6th paragraph, delete the 1st sentence.**

**In Section 6-3.01 add:**

As used in Section 6-3.01, "Testing," tests are tests to assure the quality and to determine the acceptability of the work.

The Department deducts costs of testing work found to be noncompliant.

## SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY
**(Issued 09-25-09)**

**Replace Section 7-1.01 with:**

### 7-1.01 LAWS TO BE OBSERVED

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

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

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

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

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

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

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

**In Section 7-1.01A(2) replace 7th paragraph with:**

Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

**In Section 7-1.01A(3) replace the 2nd paragraph with:**

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

**In Section 7-1.01A(3) replace the 4th paragraph with:**

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the

Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than $10,000 or less than $1,000.

**In Section 7-1.01A(3) delete the 5th paragraph.**

**Replace Section 7-1.01A(6) with:**

**7-1.01A(6) (Blank)**

**Replace Section 7-1.01A(7) with:**

**7-1.01A(7) (Blank)**

**Replace Section 7-1.01F with:**

**7-1.01F Environmental Stewardship**

Comply with Section 14.

**Replace Section 7-1.01I with:**

**7-1.01I (Blank)**

**In Section 7-1.02 in the 2nd paragraph, replace the 4th sentence with:**

Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

**In Section 7-1.02 between the 4th and 5th paragraphs, add:**

Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete ($f'_c$) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of $f'_c$ shown on the plans for that portion of the structure or 2.5 times the value of $f_c$ (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no $f'_c$ is shown

**Replace Section 7-1.04 with:**

**7-1.04 PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS**

**7-1.04A General**

Comply with PLACs. The Department makes PLAC changes under Section 4-1.03, "Changes."

**7-1.04B Before Award**

To make a change to a PLAC made available to you before award, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

**7-1.04C After Award**

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of Contractor-obtained after-award PLACs for review.

**In Section 7-1.06 in the 1st paragraph, add:**

The Contractor's Injury and Illness Prevention Program shall be submitted to the Engineer. The program shall address the use of personal and company issued electronic devices during work. The use of entertainment and personal communication devices in the work zone shall not be allowed. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

**Replace Section 7-1.07 with:**

**7-1.07 Lead Compliance Plan**

Section 7-1.07 applies if a bid item for a lead compliance plan is included in the Contract.

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit the plan at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

The contract lump sum price paid for lead compliance plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and implementing the plan as specified in this section.

**Replace Section 7-1.08 with:**

**7-1.08 PUBLIC CONVENIENCE**

Compliance with the provisions of this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When the abutting property owner's access across the right of way line is to be eliminated or replaced under the contract, the existing access must not be closed until the replacement access facilities are usable. Construct temporary approaches to crossings and intersecting highways.

Provide a reasonably smooth and even surface for use by traffic at all time during excavation of roadways and construction of embankments. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate roadway cuts in layers and construct embankments in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage due to use by the public.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving

activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply water or dust palliative for the prevention or alleviation of dust nuisance.

Install signs, lights, flares, temporary railing (Type K), barricades and other facilities to direct traffic. Furnish flaggers whenever necessary to direct the movement of the public through or around the work.

You will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of the public which are lost while in your custody, or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

**Replace Section 7-1.09 with:**

**7-1.09 PUBLIC SAFETY**

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your operations create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Except as ordered, at locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls.

Use of signs, lights, flags, or other protective devices must conform with the California MUTCD and as ordered. Signs, lights, flags or other protective devices must 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 or traffic control devices.

Keep existing traffic signals and highway lighting in operation. Other entities perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Providing, maintaining, and removing the covers on construction area signs is paid as extra work under Section 4-1.03D, "Extra Work."

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic must be performed in a manner that will not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area, must slow down gradually in advance of the location of the turnoff to give traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying public traffic, your vehicles and equipment must yield to public traffic.

Immediately remove hauling spillage from roadway lanes or shoulders open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 20 days and not more than 90 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to public traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in accordance with the California MUTCD and as ordered. Signs must comply with the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and curing water for concrete. Extend overhead protection for pedestrians not less than 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the American with Disabilities Act of 1990 (ADA).

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public

2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of public traffic.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard and the necessary warning devices must be furnished and installed and protective measures taken by you. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Install temporary railing (Type K) or other approved protection system under the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily Unprotected Permanent Obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage Areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the provisions of these Standard Specifications and the special provisions
4. Height Differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Temporary railing (Type K) does not need to be installed where excavations within 15 feet from edge of an open traffic lane are:

1. Covered with steel plates or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. In side slopes, where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Protected by existing barrier or railing

Offset the approach end of temporary railing (Type K) a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must 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 must be installed at the approach end of the temporary railing.

Secure in place temporary railing (Type K) before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of traveled way, and approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of traveled way, and approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when:

1. Performing work behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except temporary railing (Type K)

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the line of cones or delineators is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices the same as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

**Replace Section 7-1.11 with:**

## 7-1.11 PRESERVATION OF PROPERTY

Comply with Section 5-1.18, "Property and Facility Preservation."

**Replace Section 7-1.12 with:**

## 7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.05, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

### 7-1.12A Indemnification

The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

### 7-1.12B Insurance

#### 7-1.12B(1) General

Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

#### 7-1.12B(2) Casualty Insurance

The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.

2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

**7-1.12B(3) Workers' Compensation and Employer's Liability Insurance**

In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.

In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contract execution constitutes certification submittal.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

1. $1,000,000 for each accident for bodily injury by accident
2. $1,000,000 policy limit for bodily injury by disease
3. $1,000,000 for each employee for bodily injury by disease

If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

**7-1.12B(4) Liability Insurance**

**7-1.12B(4)(a) General**

The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

**7-1.12B(4)(b) Liability Limits/Additional Insureds**

The limits of liability shall be at least the amounts shown in the following table:

| Total Bid | For Each Occurrence[1] | Aggregate for Products/Completed Operation | General Aggregate[2] | Umbrella or Excess Liability[3] |
|---|---|---|---|---|
| ≤$1,000,000 | $1,000,000 | $2,000,000 | $2,000,000 | $5,000,000 |
| >$1,000,000 ≤$10,000,000 | $1,000,000 | $2,000,000 | $2,000,000 | $10,000,000 |
| >$10,000,000 ≤$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.

**Replace Section 7-1.125 with:**

**7-1.125 Legal Actions Against the Department**

If legal action is brought against the Department over compliance with a State or Federal law, rule, or regulation applicable to highway work, then:

1. If the Department, in complying with a court order, prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the contract.
2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the contract.

**In Section 7-1.13 delete the 5th and 6th paragraphs.**

**Add:**

**7-1.50 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS**

**7-1.50A General**

Section 7-1.50, "Federal Laws for Federal-Aid Contracts," includes specifications required in a Federal-aid construction contract and applies to a Federal-aid contract.

Form FHWA-1273 is included in the contract in Section 7-1.50B, "FHWA-1273." Some contract terms on the form are different than those used in other contract parts as shown in the following table:

**FHWA-1273 Terms and Department Equivalencies**

| FHWA-1273 Term | Equivalent Term Used in Other Contract Parts |
|---|---|
| SHA | Department |
| SHA contracting officer | Engineer |
| SHA resident engineer | Engineer |

**7-1.50B FHWA-1273**

FHWA-1273 Electronic version -- March 10, 1994
with revised Section VI

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

## I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
   b. The contractor will accept as his operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO

in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions**: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a. The records kept by the contractor shall document the following:

      1. The number of minority and non-minority group members and women employed in each work classification on the project;

2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

## III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

## IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**
   a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis- Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
   b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
2. the additional classification is utilized in the area by the construction industry;
3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State

apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029- 005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

    1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
    2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
    3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

(As of May 22, 2007, Form FHWA-47 is no longer required.)

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such

specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by Engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps,

specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq*., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq*., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

   (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*** * * * ***

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*** * * * ***

## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

**7-1.50C Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in Section 7-1.50C, "Female and Minority Goals," female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

| | Economic Area | Goal (Percent) |
|---|---|---|
| 174 | Redding CA:<br>Non-SMSA Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema | 6.8 |
| 175 | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:<br>7120 Salinas-Seaside-Monterey, CA<br>CA Monterey<br>7360 San Francisco-Oakland<br>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo<br>7400 San Jose, CA<br>CA Santa Clara, CA<br>7485 Santa Cruz, CA<br>CA Santa Cruz<br>7500 Santa Rosa<br>CA Sonoma<br>8720 Vallejo-Fairfield-Napa, CA<br>CA Napa; CA Solano<br>Non-SMSA Counties:<br>CA Lake; CA Mendocino; CA San Benito | <br><br>28.9<br><br>25.6<br><br><br>19.6<br><br>14.9<br><br>9.1<br><br>17.1<br><br>23.2 |
| 177 | Sacramento, CA:<br>SMSA Counties:<br>6920 Sacramento, CA<br>CA Placer; CA Sacramento; CA Yolo<br>Non-SMSA Counties<br>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | <br><br>16.1<br><br>14.3 |
| 178 | Stockton-Modesto, CA:<br>SMSA Counties:<br>5170 Modesto, CA<br>CA Stanislaus<br>8120 Stockton, CA<br>CA San Joaquin<br>Non-SMSA Counties<br>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne | <br><br>12.3<br><br>24.3<br><br>19.8 |
| 179 | Fresno-Bakersfield, CA<br>SMSA Counties:<br>0680 Bakersfield, CA<br>CA Kern<br>2840 Fresno, CA<br>CA Fresno<br>Non-SMSA Counties:<br>CA Kings; CA Madera; CA Tulare | <br><br>19.1<br><br>26.1<br><br>23.6 |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura | <br><br>11.9<br><br>28.3<br><br>21.5 |

| | | |
|---|---|---|
| | 6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | 19.0<br><br>19.7<br><br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial | <br><br>16.9<br><br>18.2 |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**7-1.50D Training**

Section 7-1.50D, "Training," applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the Department:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of Section 7-1.50D, "Training," is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:

    1.1. Meet the your equal employment opportunity responsibilities
    1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

    2.1. Contribute to the cost of the training
    2.2. Provide the instruction to the apprentice or trainee
    2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply with Section 7-1.50D, "Training"

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under Section 7-1.50D, "Training."

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## SECTION 8 PROSECUTION AND PROGRESS
**(Issued 06-05-09)**

**Replace Section 8 with:**

## SECTION 8 PROSECUTION AND PROGRESS

### 8-1.01 (BLANK)

### 8-1.02 ASSIGNMENT

No third-party agreement relieves you or your surety of your responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any contract part without prior written consent from the Department.

If you assign the right to receive contract payments, the Department accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the contract. The Department may use withheld payments for work completion whether payments are assigned or not.

## 8-1.025 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may begin work before the preconstruction conference.

Be prepared to discuss the following topics and documents:

| Topics | Document |
|---|---|
| Potential claim and dispute resolution | Potential claim forms |
| Contractor's representation | Assignment of Contractor's representative |
| DBE and DVBE | Final utilization reports |
| Equipment | Equipment list |
| Labor compliance and equal employment opportunity | Job site posters and benefit and payroll reports |
| Material inspection | Notice of Materials to be Used |
| Materials on hand | Request for Payment for Materials on Hand |
| Measurements | -- |
| Partnering | Field Guide to Partnering on Caltrans Construction Projects |
| Quality control | QC plans |
| Safety | Injury and Illness Prevention Program and job site posters |
| Schedule | Baseline schedule and Weekly Statement of Working Days |
| Subcontracting | Subcontracting Request |
| Surveying | Survey Request |
| Traffic control | Traffic contingency plan and traffic control plans |
| Utility work | -- |
| Weight limitations | -- |
| Water pollution control | SWPPP or WPCP |
| Work restrictions | PLACs |
| Working drawings | -- |

## 8-1.03 BEGINNING OF WORK

Begin work within 15 days after receiving notice that the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department. Submit a written notice 72 hours before beginning work. If the project has more than one location of work, submit a separate notice for each location.

You may begin work before receiving the notice of contract approval if you:

1. Deliver the signed contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Obtain an encroachment permit from the Department
4. Are authorized by the Department to begin
5. Perform work at your own risk
6. Perform work under the contract

The Engineer does not count working days for days worked before contract approval.

If the contract is approved, work already performed that complies with the contract is authorized.

If the contract does not get approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former or equivalent condition at your expense.

The Department does not adjust time for beginning before the approval date.

## 8-1.04 PROGRESS SCHEDULE

### 8-1.04A General

Reserved

### 8-1.04B Critical Path Method Schedule

The following definitions apply to critical path method schedules:

**activity**: Task, event, or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration, and one or more logic ties.

**baseline schedule**: The initial schedule showing the original work plan beginning on the date of contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.

**controlling activity**: Construction activity that extends the scheduled completion date if delayed.

**critical path**: Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

**critical path method (CPM)**: Network based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

**revised schedule**: Schedule that incorporates a proposed or past change to logic or activity durations.

**scheduled completion date**: Planned project completion date shown on the current schedule.

**updated schedule**: Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

Before or at the preconstruction conference, submit a CPM baseline schedule.

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

On each schedule, show:

1. Planned and actual start and completion date of each work activity, including applicable:

    1.1. Submittal development
    1.2. Submittal review and approval
    1.3. Material procurement
    1.4. Contract milestones and constraints
    1.5. Equipment and plant setup
    1.6. Interfaces with outside entities
    1.7. Erection and removal of falsework and shoring
    1.8. Test periods
    1.9. Major traffic stage change
    1.10. Final cleanup

2. Order that you propose to prosecute the work
3. Logical links between the time-scaled work activities
4. All controlling activities
5. Legible description of each activity
6. At least one predecessor and one successor to each activity, except for project start and project end milestones
7. Duration of not less than one working day for each activity
8. Start milestone date as the contract approval date

You may include changes on updated schedules that do not alter the critical path or extend the schedule completion date compared to the current schedule. Changes may include:

1. Adding or deleting activities
2. Changing activity constraints
3. Changing durations
4. Changing logic

If any proposed change in planned work results in altering the critical path or extending the scheduled completion date, submit a revised schedule within 15 days of the proposed change.

For each schedule submittal:

1. Submit a plotted original, time-scaled network diagram on a sheet of at least 8.5" x 11" with a title block and timeline
2. If a computer program is used to make the schedule, submit a read-only compact disc or diskette containing the schedule data. Label the compact disc or diskette with:

    2.1. Contract number
    2.2. CPM schedule number and date produced
    2.3. File name

If there is no contract item for progress schedule (critical path method), full compensation for this work is included in the contract prices paid for the items of work involved, and no additional compensation will be allowed therefor.

## 8-1.05 TEMPORARY SUSPENSION OF WORK

### 8-1.05A General

The Engineer may suspend work wholly or in part due to any of the following:

1. Conditions are unsuitable for work progress.
2. You fail to do any of the following:

    2.1. Fulfill the Engineer's orders.
    2.2. Fulfill a contract part.
    2.3. Perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur.

Upon the Engineer's written order of suspension, suspend work immediately. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety." Resume work when ordered.

### 8-1.05B Suspensions Unrelated to Contractor Performance

For a suspension unrelated to your performance, providing for a smooth and unobstructed passageway through the work during the suspension will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The days during a suspension unrelated to your performance are non-working days.

### 8-1.05C Suspensions Related to Contractor Performance

For a suspension related to your performance, the Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments.

The days during a suspension related to your performance are working days.

## 8-1.06 TIME OF COMPLETION

The time to complete the work is specified in the special provisions.

The Engineer issues a Weekly Statement of Working Days by the end of the following week unless the contract is suspended for reasons unrelated to your performance.

The Weekly Statement of Working Days shows:

1. Working days and non–working days during the reporting week
2. Time adjustments
3. Work completion date computations, including working days remaining
4. Controlling activities

You may protest a Weekly Statement of Working Days.

## 8-1.07 LIQUIDATED DAMAGES

### 8-1.07A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of contract acceptance except as specified in Sections 8-1.07B, "Failure to Complete Work Parts within Specified Times," and 8-1.07C, "Failure to Complete Work Parts by Specified Dates."

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work, except plant establishment, are:

| Liquidated Damages | | |
|---|---|---|
| Total Bid | | Liquidated Damages per Day |
| From over | To | |
| $0 | $50,000 | $1,200 |
| $50,000 | $120,000 | $1,500 |
| $120,000 | $1,000,000 | $1,900 |
| $1,000,000 | $5,000,000 | $3,000 |
| $5,000,000 | $10,000,000 | $5,400 |
| $10,000,000 | $30,000,000 | $8,300 |
| $30,000,000 | $100,000,000 | $10,500 |
| $100,000,000 | $250,000,000 | $28,500 |

If all work, except plant establishment, is complete and the total number of working days has expired, liquidated damages are $950 per day.

### 8-1.07B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day in completing a work part beyond the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

### 8-1.07C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day in completing a work part beyond the specified completion date for the work part.

Damages for untimely work part completion may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely work part completion and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

### 8-1.07D Director Days

If the work is not completed within the working days, the Director may grant director days if it serves the State's best interest.

By granting director days, the Director adds working days to the contract. The Director may either grant enough days to eliminate the liquidated damages or fewer. In the latter case, the Department deducts liquidated damages for the remaining overrun in contract time. The Director may deduct the Department's engineering, inspection, and overhead costs incurred during the period of extension granted as director days.

## 8-1.08 TERMINATION OF CONTROL

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):

1. Supply an adequate workforce
2. Supply material as described
3. Pay subcontractors (Pub Cont Code §10262)
4. Prosecute the work as described in the contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a Federal-aid contract, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives you and your surety notice at least 5 days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates your control or you abandon the project (Pub Cont Code § 10255). The Department determines the unpaid balance under Pub Cont Code § 10258 and the contract.

At any time before final payment of all claims, the Department may convert a termination of control to a termination of contract.

## 8-1.09 DELAYS

### 8-1.09A General

An excusable delay is a delay of a controlling activity beyond your control, not foreseeable when the work began such as:

1. Change in the work
2. Department action that is not part of the contract
3. Presence of an underground utility main not described in the contract or in a location different from that specified
4. Described facility reconstruction not reconstructed as described, by the utility owner by the date specified, unless the reconstruction is solely for your convenience
5. Department's failure to obtain timely access to the right-of-way
6. Department's failure to perform an action in the time specified

A critical delay is a delay that extends the schedule completion date.

To request a delay-related time or payment adjustment, submit an RFI.

### 8-1.09B Time Adjustments

For an excusable critical delay, the Department may make a time adjustment. The Engineer uses information from the schedule to evaluate requests for time adjustments.

If requesting an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

If the Engineer requests, update the schedule to the last working day before the start of the delay.

### 8-1.09C Payment Adjustments

The Department may make a payment adjustment for an excusable delay that affects your costs.

Only losses for idle equipment, idle workers, and equipment moving or transporting are eligible for delay-related payment adjustments.

The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work under Section 9-1.03, "Force Account," with the following exceptions:

1. Delay factor in the Labor Surcharge and Equipment Rental Rates applies to each equipment rental rate.
2. Daily number of payable hours equals the normal working hours during the delay, not to exceed 8 hours per day.
3. Delay days exclude non–working days.
4. Markups are not added.

The Engineer determines payment adjustment for idle workers under Section 9-1.03B, "Labor," but does not add markups.

The Engineer includes costs due to necessary extra equipment moving or transporting.

## 8-1.10 (BLANK)

## 8-1.11 TERMINATION OF CONTRACT

### 8-1.11A General

The Director may terminate the contract if it serves the State's best interest. The Department issues you a written notice, implements the termination, and pays you.

### 8-1.11B Relief from Responsibility for Work

On receiving a termination notice:

1. Stop work
2. Notify subcontractors and suppliers of the contract termination and stop contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment
5. If authorized, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

**8-1.11C Responsibility for Materials**

On receiving a termination notice, protect unused material until:

1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
4. Titles are transferred for materials purchased by the Department.

Dispose of materials that will not be retained by the Department.

**8-1.11D Contract Acceptance after Termination**

The Engineer recommends contract acceptance after determining completion of:

1. Contract work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

The Department pays you under Section 9-1.08, "Payment After Contract Acceptance."

**8-1.11E Payment Adjustment for Termination**

If the Department issues a termination notice, the Engineer determines payment for termination based on the following:

1. Direct cost for the work:

    1.1. Including mobilization, demobilization, securing the job site for termination, and losses from the sale of materials
    1.2. Not including the cost of materials you keep, profit realized from the sale of materials, the cost of material damaged by an occurrence as defined in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," and other credits.

2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the contract not been terminated.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.

Termination of the contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

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## SECTION 9 MEASUREMENT AND PAYMENT
**(Issued 03-11-10)**

**Replace Section 9 with:**

# SECTION 9 MEASUREMENT AND PAYMENT

## 9-1.01 MEASUREMENT OF QUANTITIES

### 9-1.01A General

The Department determines bid item quantities under U.S. customary units.

### 9-1.01B Weighing Equipment and Procedures

#### 9-1.01B(1) General

The Engineer measures material quantities for payment with devices that comply with:

1. 4 CA Code of Regs § 4000 et seq.
2. Bus & Prof Code § 12001 et seq.

To determine the material payment quantities, use measuring devices that have been sealed by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

If a device is not type approved by the Division of Measurement Standards, type approve it under California Test 109.

Notify the Engineer at least 1 business day in advance of equipment testing.

Use material plant controllers having elements affecting the data accuracy and delivery that have been sealed by the Engineer. Make these elements available to the Engineer for inspection. If the elements are adequate for use, the Engineer seals them. If security seal manipulation occurs, stop material production. Do not resume production until the Engineer reinspects and reseals the device.

The Engineer measures material paid for by weight on Contractor-furnished sealed scales regularly inspected by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

Obtain authorization of portable vehicle scale installations before sealing.

Proportioning scales must comply with Section 5-1.10, "Equipment."

#### 9-1.01B(2) Equipment

Each scale must be long enough to fit an entire vehicle or a combination vehicle on the scale deck. The Department allows you to weigh a combination vehicle separately if you disconnect the vehicles.

Construct scale undersupports:

1. Using portland cement concrete containing at least 470 pounds of cement per cubic yard produced from commercial quality materials
2. Such that footing heights are at least 20 inches thick
3. With a bearing surface at least 30 inches wide and bearing pressure on the footing not over 4000 pounds per square foot

In constructing a scale:

1. Furnish drainage to prevent water from saturating the ground under the scale
2. Use bulkheads that prevent displacement
3. If shimming is necessary:

    3.1. Use securely attached metal shims or grout
    3.2 Do not use wedges to shim the supports
    3.3. Do not use shim material in excess of 3 inches

4. Install mechanical indicating elements level, plumb, and rigidly mounted on the concrete undersupports
5. For a hopper scale, rigidly attach hopper scale lever systems and mechanical indicating elements so no weight is lost from bending or support distortion

Each scale used to determine material payment quantities must be operated by a licensed weighmaster (Bus & Prof Code § 12700 et seq.).

Submit a public weighmaster's certificate or certified daily summary weigh sheets for each weighed material quantity. The Department may witness material weighing and check and compile the daily scale weight record.

Each vehicle operator must obtain weight or load slips from the weighmaster. Submit these records at the delivery point.

### 9-1.01B(3) Procedures

Daily, weigh empty vehicles used to haul material paid for by weight. Each vehicle must have a legible identification mark. The Department may verify material weight by having an empty and loaded vehicle weighed on any scale the Engineer designates.

For imported topsoil measured by volume, soil amendment, and mulch:

1. Each vehicle must allow a ready and accurate contents determination
2. Unless vehicles are of uniform capacity, each vehicle must have a legible identification mark showing its volume capacity
3. Load vehicles to at least the volume capacity
4. Level vehicle loads on arrival at the delivery point

If determining a quantity paid on a volume basis is impractical or if you request and the Engineer authorizes the request, the Engineer weighs the material and converts the result to a volume measurement. The Engineer determines the conversion factors and, if you agree, adopts this method of measurement.

### 9-1.01C Final Pay Items

The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the verified Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

### 9-1.01D Quantities of Aggregate and Other Roadway Materials

The Engineer determines the weight of aggregate and other roadway materials that are being paid for by weight as shown and does not include the deducted weight of water in their payment quantities.

| Material | Quantity Determination |
|---|---|
| Aggregate or other roadway material except as otherwise shown in this table | By deducting the weight of water in the material[a] in excess of 3 percent of the dry weight of the material from the weight of the material |
| Imported borrow, imported topsoil, aggregate subbase | By deducting the weight of water in the material[a] in excess of 6 percent of the dry weight of the material from the weight of the material |
| Straw | By deducting the weight of water in the material[a] in excess of 15 percent of the dry weight of the material from the weight of the material |
| Fiber[b] | Engineer does not deduct the weight of water |
| Aggregate base and aggregate for cement treated bases | As specified in Section 26, "Aggregate Bases," and Section 27, "Cement Treated Bases" |

NOTE: Percentage of water is determined by California Test 226.
[a]At the time of weighing
[b]Weight of water in the fiber[a] must not exceed 15 percent of the dry weight of the fiber.

## 9-1.02 SCOPE OF PAYMENT

The Department pays you for furnishing the resources and activities required to complete the Contract work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes

Full compensation for work specified in Sections 1 through 9 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the verified Bid Item List
2. Work is specified as paid for as extra work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for each bid item specified by the description and measurement unit shown on the verified Bid Item List
2. For the price bid for each bid item shown on the verified Bid Item List or as changed by change order with a specified price adjustment

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative.

The Department pays for work performed by change order based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for work performed by change order based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress payments
2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1st working day following the 20th day of the month payment is due. For extra work bills not submitted within 7 days after performing the work as specified in 5-1.015E, "Extra Work Bills," interest starts to accrue 60 days after the 1st working day following the 20th day of the month payment is due.

The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim statement.

The Department pays 6 percent annual interest for awards in arbitration (Civ Code § 3289).

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

## 9-1.03 FORCE ACCOUNT PAYMENT

### 9-1.03A General

For work paid by force account, the Engineer compares the Department's records to your daily force account work report. When you and the Engineer agree on the contents of the daily force account work reports, the Engineer accepts the report and the Department pays for the work. If the records differ, the Department pays for the work based only on the information shown on the Department's records.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's payment is adjusted for work-character changes, the Department excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

### 9-1.03B Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:

1.1. Basic hourly wage
1.2. Health and welfare
1.3. Pension
1.4. Vacation
1.5. Training
1.6. Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in Labor Surcharge and Equipment Rental Rates current during the work paid at force account for:

   2.1. Workers' compensation insurance
   2.2. Social security
   2.3. Medicare
   2.4. Federal unemployment insurance
   2.5. State unemployment insurance
   2.6. State training taxes

3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**9-1.03C Materials**

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added.
2. Supplier discounts are subtracted whether you took them or not.
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity.
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:

   4.1. Price paid by the purchaser for similar materials from that source on Contract items
   4.2. Current wholesale price for those materials

5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:

   5.1. During that period
   5.2. In the quantities used

**9-1.03D Equipment Rental**

**9-1.03D(1) General**

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the site of work performed by change order using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in Labor Surcharge and Equipment Rental Rates:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:

        1.3.1. Rented from equipment business you do not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. You may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:

    2.1. Rented from equipment business you do not own.
    2.2. The Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

**9-1.03D(2) Equipment On the Job Site**

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:

    3.1. Hourly rates are paid in 1/2-hour increments
    3.2 Daily rates are paid in 1/2-day increments

When rented equipment on the job site is used to perform work at force account not required by the original contract work, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates if:

1. You submit a request to use rented equipment
2. Equipment is not available from your owned equipment fleet or from your subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. Engineer authorizes the equipment source and the rental rate before you use the equipment

The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

**9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

**Equipment Rental Hours**

| Hours operated | Hours paid |
|---|---|
| 0.0 | 4.00 |
| 0.5 | 4.25 |
| 1.0 | 4.50 |
| 1.5 | 4.75 |
| 2.0 | 5.00 |
| 2.5 | 5.25 |
| 3.0 | 5.50 |
| 3.5 | 5.75 |
| 4.0 | 6.00 |
| 4.5 | 6.25 |
| 5.0 | 6.50 |
| 5.5 | 6.75 |
| 6.0 | 7.00 |
| 6.5 | 7.25 |
| 7.0 | 7.5 |
| 7.5 | 7.75 |
| >8.0 | hours used |

**9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

1. Equipment is not available from your normal sources or from one of your subcontractors
2. Proposed equipment rental rate is reasonable
3. Engineer authorizes the equipment source and the rental rate before you use the equipment

#### 9-1.03D(5) Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

### 9-1.04 EXTRA WORK PERFORMED BY SPECIALISTS

If the Engineer determines that you or your subcontractors are not capable of performing specialty extra work, a specialist may be used. Itemize the labor, material, and equipment rental costs unless it is not the special service industry's established practice to provide itemization; in which case, the Engineer accepts current market-priced invoices for the work.

The Engineer may accept an invoice as a specialist billing for work performed at an off–job site manufacturing plant or machine shop.

The Engineer determines the cost based on the specialist invoice price minus any available or offered discounts plus a 10 percent markup.

### 9-1.05 CHANGED QUANTITY PAYMENT ADJUSTMENTS

#### 9-1.05A General

The unit prices specified in Section 9-1.05 are adjusted under Section 9-1.03, "Force Account."

#### 9-1.05B Increases of More Than 25 Percent

If the total bid item quantity exceeds 125 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under Section 9-1.03, "Force Account," or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the verified Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account."

If the payment for the number of units of a bid item in excess of 125 percent of the verified Bid Item List is less than $5,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

#### 9-1.05C Decreases of More Than 25 Percent

If the total item pay quantity is less than 75 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under Section 9-1.03, "Force Account" or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account."

The Department does not pay more than 75 percent of the item total in the verified Bid Item List.

#### 9-1.05D Eliminated Items

If the Engineer eliminates an item, the Department pays your costs incurred before the Engineer's elimination notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

The Engineer determines the payment for the eliminated bid item under Section 9-1.03, "Force Account."

## 9-1.06 WORK-CHARACTER CHANGES

The Department adjusts a bid item unit price based on the difference between the cost to perform the work as planned and the cost to perform the work as changed. The Engineer determines the payment adjustment under Section 9-1.03, "Force Account." The Department adjusts payment for only the work portion that changed in character.

## 9-1.07 PROGRESS PAYMENTS

### 9-1.07A General

The Department pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Extra work bills if:
   2.1. Submitted by the 15th of a month
   2.2. Approved by the 20th of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating the work complies with the QC procedures. The Engineer does not process a progress estimate without a signed certification.

You may protest a progress payment.

### 9-1.07B Schedule of Values

Section 9-1.07B applies to a lump sum bid item for which a schedule of values is specified to be submitted.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Obtain authorization of a schedule of values before you perform work shown on the schedule. The Department does not process a progress payment for the bid item without an authorized schedule of values.

Accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the Department adjusts payments in the same manner as specified for changed quantities of bid items under Section 9-1.05, "Changed Quantity Payment Adjustments."

### 9-1.07C Materials On Hand

A material on hand but not incorporated into the work is eligible for progress payment if:

1. Listed in a special provision as eligible and is in compliance with other Contract parts
2. Purchased
3. An invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to the Department's control
5. Requested on the Department-furnished form

### 9-1.07D Mobilization

Mobilization is eligible for partial payments if the Contract includes a bid item for mobilization. The Department makes the partial payments under Pub Cont Code § 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

The Department pays the item total for mobilization in excess of 10 percent of the total bid in the 1st payment after Contract acceptance.

### 9-1.07E Withholds

#### 9-1.07E(1) General

The Department may withhold payment for noncompliance.

The Department returns the noncompliance withhold in the progress payment following correction of noncompliance.

Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 10261.5.

Withholds are cumulative and independent of deductions.

Section 9-1.07E does not include all withholds that may be taken; the Department may withhold other payments as specified.

#### 9-1.07E(2) Progress Withholds

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised Contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised Contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

#### 9-1.07E(3) 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 QC 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.

#### 9-1.07E(4) Stop Notice Withholds

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

Stop notice information may be obtained from the Office of External Accounts Payable, Division of Accounting.

#### 9-1.07E(5) Penalty Withholds

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, state, or local laws, regulations, requirements, or PLACs. 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 without notifying you.

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

#### 9-1.07E(6)–9-1.07E(10) Reserved

### 9-1.07F Retentions

The Department does not retain moneys from progress payments due to the Contractor for work performed (Pub Cont Code § 7202).

### 9-1.07G–9-1.07K Reserved

## 9-1.08 PAYMENT AFTER CONTRACT ACCEPTANCE

### 9-1.08A General

Reserved

### 9-1.08B Payment Before Final Estimate

After Contract acceptance, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after deduction of previous payments.

### 9-1.08C Proposed Final Estimate

The Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items
2. Payment adjustments
3. Work paid by force account or agreed price
4. Extra work
5. Deductions

Submit either a written final estimate acceptance or a claim statement no later than the 30th day after receiving the proposed final estimate. Evidence of the Contractor's receipt of the final estimate and the Engineer's receipt of the Contractor's written acceptance or claim statement is a delivery service's proof of delivery or Engineer's written receipt if hand delivered.

If you claim that the final estimate is less than 90 percent of your total bid, the Department adjusts the final payment to cover your overhead. The adjustment is 10 percent of the difference between the total bid and the final estimate. The Department does not make this adjustment on a terminated contract.

### 9-1.08D Final Payment and Claims

#### 9-1.08D(1) General

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

#### 9-1.08D(2) Claim Statement

##### 9-1.08D(2)(a) General

For each claim, submit a claim statement showing only the identification number that corresponds to the Full and Final Potential Claim Record and the final amount of additional payment requested except:

1. If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record
2. For a claim for quantities, withholds, deductions, liquidated damages, or change order bills
3. For an overhead claim

If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record, submit:

1. Identification number that corresponds to the Full and Final Potential Claim Record
2. Final amount of additional payment requested
3. Basis for the changed amount
4. Contract documentation that supports the changed amount
5. Statement of the reasons the Contract documentation supports the claim

The Engineer notifies you of an omission of or a disparity in the exclusive identification number. Within 15 days of the notification, correct the omission or disparity. If the omission or disparity is not resolved after the 15 days, the Engineer assigns a new number.

For a claim for quantities, withholds, deductions, or change order bills submit:

1. Final amount of additional payment requested
2. Enough detail to enable the Engineer to determine the basis and amounts of the additional payment requested

**9-1.08D(2)(b) Overhead Claims**

Include with an overhead claim:

1. Final amount of additional payment requested
2. Independent CPA audit report

Failure to submit the audit report with an overhead claim with the claim statement is a waiver of the overhead claim and operates as a bar to arbitration on the claim (Pub Cont Code § 10240.2).

The Department deducts an amount for field and home office overhead paid on added work from any claim for overhead. The value of the added work equals the value of the work completed minus the total bid. The home office overhead deduction equals 5 percent of the added work. The field office overhead deduction equals 5-1/2 percent of the added work.

If you intend to pursue a claim for reimbursement for field or home office overhead beyond that provided expressly by the Contract:

1. Notify the Engineer within 30 days of receipt of the proposed final estimate of your intent to seek reimbursement for specific overhead costs beyond that provided by the Contract
2. Specifically identify each claim and each date associated with each claim from which you seek reimbursement for specific overhead costs beyond that provided by the Contract
3. Timely submit all other claims
4. Within 30 days of receipt of the proposed final estimate, submit an audit report prepared by an independent CPA

    4.1. The audit report must show calculations with supporting documentation of actual home office and project field overhead costs
    4.2. The calculations must specify the actual daily rates for both field and home office overhead for the entire duration of the project expressed as a rate per working day
    4.3. The start and end dates of the actual project performance period, number of working days, overhead cost pools, and all allocation bases must be disclosed in the calculations of your actual field and home office overhead daily rates
    4.4. Neither daily rate may include a markup for profit

5. Field overhead costs from which the daily rate is calculated must be:

    5.1. Allowable under 48 CFR 31
    5.2. Supported by reliable records
    5.3. Related solely to the project
    5.4. Incurred during the actual project performance period
    5.5. Comprised of only time-related field overhead costs
    5.6. Not a direct cost

6. Home office overhead costs from which the daily rate is calculated must be:

    6.1. Allowable under 48 CFR 31
    6.2. Supported by reliable records
    6.3. Incurred during the actual project performance period

6.4. Comprised of only fixed home office overhead costs
6.5. Not a direct cost

The actual rate of time-related overhead is subject to authorization by the Engineer.

The CPA's audit must be performed under the Attestation Standards published by the American Institute of Certified Public Accountants. The CPA's audit report must express an opinion whether or not your calculations of your actual field and home office overhead daily rates comply with Section 9-1.08D(2)(b), "Overhead Claims." The attest documentation prepared by the CPA in connection with the audit must be reproduced and submitted for review with the audit report.

The Department provides markups for all work paid by force account. Overhead for field and home office costs are included in the markups. Overhead claims in excess of Contract markups are not allowed under the Contract. If you seek reimbursement for costs not allowed under the Contract, the Department does not pay your cost of performing the independent CPA examination specified in section 9-1.08D(2)(b), "Overhead Claims," including preparation of the audit report.

#### 9-1.08D(2)(c) Declaration

Submit a declaration that includes the following language with the claim statement:

> I declare under penalty of perjury, according to the laws of the State of California, that the foregoing claims, with specific reference to the California False Claims Act (Govt Code § 12650 et seq.) and to the extent the project contains federal funding, the U.S. False Claims Act (31 USC § 3729 et seq.), are true and correct, and that this declaration was signed on _____(date)_____, 20__ at _____, California.

#### 9-1.08D(2)(d) Waiver

A claim is waived if:

1. Claim does not have a corresponding Full and Final Potential Claim Record identification number
2. Claim does not have the same nature, circumstances, and basis of claim as the corresponding Full and Final Potential Claim Record
3. Claim is not included in the claim statement
4. You do not comply with the claim procedures
5. You do not submit the declaration specified in 9-1.08D(2)(c), "Declaration"

#### 9-1.08D(3) Final Determination of Claims

Failure to allow timely access to claim supporting data when requested waives the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the State within the meaning of the California False Claims Act.

If the Engineer determines that a claim requires additional analysis, the Engineer schedules a board of review meeting. Meet with the board of review and make a presentation supporting the claim.

After claim review completion by the Engineer or board of review, the Department makes the final determination of claims and furnishes it to the Contractor.

After the determination, the Engineer furnishes a final estimate to the Contractor and the Department pays the amount due within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

The Contractor's failure to comply with the claim procedures is a bar to arbitration under Pub Cont Code § 10240.2.

### 9-1.09 CLERICAL ERRORS

For 3 years after Contract acceptance, estimates and payments are open to correction and adjustment for clerical errors. Either the Department or the Contractor pays to the other the amount due except for clerical errors resulting in an adjustment less than $200; in which case, no payment is made.

### 9-1.10 ARBITRATION

Pub Cont Code § 10240 through 10240.13 provides for the resolution of contract claims by arbitration.

Start arbitration by filing a complaint with the Office of Administrative Hearings in Sacramento (1 CA Code Regs § 1350). File the arbitration complaint no later than 90 days after receiving the Department's final written decision on a claim (Pub Cont Code § 10240.1).

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## SECTION 10 DUST CONTROL
**(Issued 02-06-09)**

**Replace Section 10 with:**
**SECTION 10 (BLANK)**

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## SECTION 11 MOBILIZATION
**(Issued 06-05-09)**

**Replace Section 11 with:**
**SECTION 11 (BLANK)**

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## SECTION 12 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES
**(Issued 11-07-08)**

**In Section 12-1.01 in the 2nd paragraph, replace the 1st sentence with:**

Attention is directed to Part 6 of the California MUTCD.

**Replace Section 12-2.01 with:**

### 12-2.01 FLAGGERS

Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

All flaggers shall wear safety apparel meeting the requirements of ANSI/ISEA 107-2004 for Class 2 or 3 garment and complying with 71 Fed Reg 67792.

**In Section 12-3.01 replace the 1st paragraph with:**

In addition to the requirements in Part 6 of the California MUTCD, all devices used by the Contractor in the performance of the work shall conform to the provisions in this Section 12-3.

**In Section 12-3.06 in the 1st paragraph, replace the 2nd sentence with:**

Construction area signs are shown in or referred to in Part 6 of the California MUTCD.

**In Section 12-3.06 in the 4th paragraph, replace the 1st sentence with:**

All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the California MUTCD and these specifications.

**In Section 12-3.06 in the 8th paragraph, replace the 1st sentence with:**

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the California MUTCD.

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## SECTION 14 (BLANK)
## (Issued 06-05-09)

**Replace Section 14 with:**

## SECTION 14 ENVIRONMENTAL STEWARDSHIP

## 14-1 GENERAL

### 14-1.01 GENERAL

Environmental stewardship includes both environmental compliance and environmental resource management.

If an ESA is shown on the plans:

1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
   3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
   3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

## 14-2 CULTURAL RESOURCES

### 14-2.01 GENERAL

Reserved

### 14-2.02 ARCHAEOLOGICAL RESOURCES

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not take archaeological resources from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

### 14-2.03 ARCHAEOLOGICAL MONITORING AREA

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) for an AMA is described in the Contract, install temporary fence (Type ESA) to define the boundaries of the AMA during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

### 14-2.04 HISTORIC STRUCTURES

Reserved

## 14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE

Reserved

## 14-4 NATIVE AMERICAN CONCERNS

Reserved

## 14-5 AESTHETICS

Reserved

## 14-6 BIOLOGICAL RESOURCES

### 14-6.01 GENERAL

Reserved

### 14-6.02 BIRD PROTECTION

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

## 14-7 PALEONTOLOGICAL RESOURCES

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not take paleontological resources from the job site. Do not resume work within the specified radius of the discovery until authorized.

## 14-8 NOISE AND VIBRATION

### 14-8.01 GENERAL

Reserved

### 14-8.02 NOISE CONTROL

Do not exceed 86 dBa at 50 feet from the job site activities from 9 p.m. to 6 a.m.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

## 14-9 AIR QUALITY

### 14-9.01 AIR POLLUTION CONTROL

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not burn material to be disposed of.

### 14-9.02 DUST CONTROL

Prevent and alleviate dust by applying water, dust palliative, or both under Section 14-9.01.

Apply water under Section 17, "Watering."

Apply dust palliative under Section 18,"Dust Palliative."

If ordered, apply water, dust palliative, or both to control dust caused by public traffic. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

## 14-10 SOLID WASTE DISPOSAL AND RECYCLING

### 14-10.01 SOLID WASTE DISPOSAL AND RECYCLING

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed form, the Department withholds $10,000.

## 14-11 HAZARDOUS WASTE AND CONTAMINATION

### 14-11.01 GENERAL

Reserved

### 14-11.02 ASBESTOS AND HAZARDOUS SUBSTANCES

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
2. Presence is not described in the Contract
3. Substance has not been made harmless

## 14-12 OTHER INTERAGENCY RELATIONS

Reserved

## 14-13 PAYMENT

Payment for work specified in Section 14 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown in the verified Bid Item List
2. Work is specified as paid for as extra work

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## SECTION 15 EXISTING HIGHWAY FACILITIES
**(Issued 05-01-09)**

**In Section 15-1.02 replace the 1st paragraph with:**

Existing facilities which are to remain in place shall be protected in conformance with the provisions in Sections 5-1.18, "Property and Facility Preservation," and 7-1.12, "Indemnification and Insurance."

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## SECTION 19 EARTHWORK
**(Issued 11-21-08)**

**Replace Section 19-1.02 with:**

**19-1.02 (BLANK)**

**Replace Section 19-1.03 with:**

**19-1.03 GRADE TOLERANCE**

Immediately prior to placing subsequent layers of material thereon, the grading plane shall conform to one of the following:

A. When hot mix asphalt is to be placed on the grading plane, the grading plane at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.
B. When subbase or base material to be placed on the grading plane is to be paid for by the ton, the grading plane at any point shall not vary more than 0.10 foot above or below the grade established by the Engineer.
C. When the material to be placed on the grading plane is to be paid for by the cubic yard, the grading plane at any point shall be not more than 0.05 foot above the grade established by the Engineer.

**In Section 19-3.025C replace the 1st paragraph with:**

Cementitious material used in soil cement bedding shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

**In Section 19-3.025C replace the 4th paragraph with:**

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Soil cement bedding shall contain not less than 282 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

**In Section 19-3.062 replace the 1st paragraph with:**

Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cementitious material, and water.

**In Section 19-3.062 replace the 5th paragraph with:**

Cementitious material shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

**In Section 19-3.062 replace the 8th paragraph with:**

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Slurry cement backfill shall contain not less than 188 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

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## SECTION 20 EROSION CONTROL AND HIGHWAY PLANTING
**(Issued 08-17-07)**

**Replace Section 20-2.03 with:**

### 20-2.03 SOIL AMENDMENT

Soil amendment shall comply with the requirements in the California Food and Agricultural Code.

Soil amendment producers shall comply with the following:

1. Be fully permitted to produce compost as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.
2. Be a participant in United States Composting Council's Seal of Testing Assurance program.

Soil amendment shall be composted and may be derived from any single, or mixture of any of the following feedstock materials:

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

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

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

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

Soil amendment must comply with the following:

Physical/Chemical Requirements

| Property | Test Method | Requirement |
|---|---|---|
| pH | *TMECC 04.11-A, Elastometric pH 1:5 Slurry Method, pH Units | 6.0–8.0 |
| Soluble Salts | TMECC 04.10-A, Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm) | 0-10.0 |
| Moisture Content | TMECC 03.09-A, Total Solids & Moisture at 70+/- 5 deg C, % Wet Weight Basis | 30–60 |
| Organic Matter Content | TMECC 05.07-A, Loss-On-Ignition Organic Matter Method (LOI), % Dry Weight Basis | 30–65 |
| Maturity | TMECC 05.05-A, Germination and Vigor<br>Seed Emergence<br>Seedling Vigor<br>% Relative to Positive Control | <br>80 or Above<br>80 or Above |
| Stability | TMECC 05.08-B, Carbon Dioxide Evolution Rate mg $CO_2$-C/g OM per day | 8 or below |
| Particle Size | TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis | 95% Passing 5/8 inch<br>70% Passing 3/8 inch |
| Pathogen | TMECC 07.01-B, Fecal Coliform Bacteria < 1000 MPN/gram dry wt. | Pass |
| Pathogen | TMECC 07.01-B, Salmonella < 3 MPN/4 grams dry wt. | Pass |
| Physical Contaminants | TMECC 02.02-C, Man Made Inert Removal and Classification:<br>Plastic, Glass and Metal, % > 4mm fraction | Combined Total: < 1.0 |
| Physical Contaminants | TMECC 02.02-C, Man Made Inert Removal and Classification:<br>Sharps (Sewing needles, straight pins and hypodermic needles), % > 4mm fraction | None Detected |

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

Prior to application, the Contractor shall provide the Engineer with a copy of the soil amendment producer's Compost Technical Data Sheet and a copy of the compost producers STA certification. The Compost Technical Data Sheet shall include laboratory analytical test results, directions for product use, and a list of product ingredients.

Prior to application, the Contractor shall provide the Engineer with a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

**In Section 20-2.10 delete the 8th, 9th, and 10th paragraphs.**

**In Section 20-3.04A delete the last paragraph.**

**Replace Section 20-4.055 with:**

**20-4.055 PRUNING**

Pruning of plants shall be consistent with American National Standards Institute (ANSI), "Tree, Shrub and Other Woody Plant Maintenance Standard Practices," ANSI 300 (Part 1)-2001 and "Best Management Practices Tree Pruning," 2002 (ISBN 1-881956318), published by the International Society of Arboriculture, P.O. Boc 3129, Champaign, IL 61826.

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## SECTION 24 LIME STABILIZATION
**(Issued 06-05-09)**

**Replace Section 24 with:**

## SECTION 24 LIME STABILIZED SOIL

### 24-1.01 GENERAL

#### 24-1.01A Summary

Section 24 includes specifications for stabilizing soil by mixing lime and water with soil and compacting the mixture to the specified dimensions.

#### 24-1.01B Definitions

**lime:** Quicklime made from high-calcium or dolomitic sources specified under ASTM C 51. For high-calcium quicklime, the calcium oxide content must be greater than 90 percent. For dolomitic quicklime, the calcium oxide content must be greater than 55 percent and the combined calcium oxide and magnesium oxide content must be greater than 90 percent.

**mellowing period:** The time between the initial and final mixing to promote initial chemical reactions between lime, water, and soil.

#### 24-1.01C Submittals

From 30 to 180 days before use, submit one 10-pound sample of each lime product proposed and from each source.

Submit lime samples in airtight containers under ASTM C 50. Mark the sample date on the container. Include the MSDS and chemical and physical analysis with the submittal.

With the lime samples, submit a Certificate of Compliance from the pre-qualified lime source under Section 6-1.07, "Certificates of Compliance," with a statement certifying the lime furnished is the same as that pre-qualified.

Fifteen days before starting soil stabilization activities, submit for the Engineer's approval a laboratory to perform quality control tests. The laboratory must be qualified under the Department's Independent Assurance Program.

Before you apply lime in slurry form, submit the slurry's lime content for Engineer's approval 25 days before application.

Before performing quality control sampling and testing, submit the time and location the sampling and testing will occur. Submit quality control testing results within 24 hours of receiving the results.

Submit a weighmaster certificate or bill of lading with each load of lime delivered to the jobsite.

#### 24-1.01D Quality Control and Assurance

##### General

Perform quality control testing in the presence of the Engineer.

Place unique, sequentially numbered lock seals on each load and affix them to trailer blow down valves that are locked open. The bill of lading for each lime delivery must have that specific lock seal number legibly and visibly imprinted.

The Engineer samples each lime delivery truck at the job site and randomly tests them off-site.

##### Pre-qualification of Lime Sources

Lime sources must be listed on the Department's pre-qualified products list. The list is available at the METS web site.

The pre-qualified list for lime sources describes the application procedures for inclusion on the list.

##### Preparing Soil

After you prepare an area for lime soil stabilization, test the soil to be stabilized every 500 cubic yards for relative compaction under California Test 231 and moisture content under California Test 226, and verify the surface grades.

##### Applying Lime

The Engineer determines the final application rate for each lime product proposed from the samples submitted. If the soil being stabilized changes, the Engineer changes the application rate. Based on California Test 373, the Engineer reports the application rates as the percent of lime by dry weight of soil. The Engineer provides the optimum moisture content determined under California Test 373 for each application rate.

Before applying lime, measure the temperature at the ground surface.

If lime in dry form is used, the Engineer verifies the application rate using the drop pan method once per 40,000 square feet stabilized, or twice per day, whichever is greater.

If lime in slurry form is used, report the quantity of slurry placed by measuring the volume of slurry in the holding tank once per 40,000 square feet stabilized, or twice per day, whichever is greater.

#### Mixing

For each day of initial mixing, test the moisture content. Sample the material immediately after initial mixing.

Randomly test the adequacy of the final mixing with a phenolphthalein indicator solution.

During mixing operations, measure the ground temperature at full mixing depth.

After mixing and before compacting, determine maximum density under California Test 216 from composite samples of the mixed material and at each distinct change in material. Test the moisture content of the mixed material under California Test 226. Test the gradation for compliance with "Materials."

#### Compaction

Test relative compaction on a wet weight basis.

After initial compaction, determine in-place density under California Test 231 and moisture content under California Test 226 at the same locations. The testing frequency must be 1 test per 250 cubic yards of lime stabilized soil. Test in 0.50-foot depth intervals.

Before requesting to compact material in layers greater than 0.50 foot, construct a test strip in the production area and demonstrate the test strip passes compaction tests using the proposed thickness. The test strip must contain no more material than 1 day's production. The Engineer tests at not more than 0.50-foot depth intervals regardless of the thickness of your layers.

Construct test pads by scraping away material to the depth ordered by the Engineer. If a compaction test fails corrective action must include the layers of material already placed above the test pad elevation.

#### Finish Grading

Do not proceed with construction activities for subsequent layers of material until the Engineer verifies the final grades of the lime stabilized soil.

#### Dispute Resolution

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your lime producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed material for evaluation.

## 24-1.02 MATERIALS

### 24-1.02A Lime

Lime must comply with ASTM C 977 and the following:

**Lime**

| Quality Characteristic | ASTM | Specification |
|---|---|---|
| Available Calcium and Magnesium Oxide(min., %) | C 25[a] | High Calcium Quicklime: CaO > 90 Dolomitic Quicklime: CaO > 55 and CaO + MgO > 90 |
| Loss on ignition (max., %) | C 25 | 7 (total loss) 5 (carbon dioxide) 2 (free moisture) |
| Slaking rate | C 110 | 30 °C rise in 8 minutes |

Notes:
[a] You may use ASTM C25 or ASTM C1301 and ASTM C1271.

A 0.5-pound sample of lime dry-sieved in a mechanical sieve shaker for 10 minutes ±30 seconds must comply with:

| Sieve Sizes | Percentage Passing |
|---|---|
| 3/8-inch | 98-100 |

Slurry must:

1. Be free of contaminants
2. Contain at least the minimum dry solids
3. Have uniform consistency

If you prepare lime slurry, prepare it at the jobsite.

**24-1.02B Water**

If available, use potable water. Inform the Engineer if a water source other than potable water is used. If not using potable water, water for mixing soil and lime must:

1. Contain no more than 650 parts per million of chlorides as Cl, and no more than 1,300 parts per million of sulfates as $SO_4$
2. Not contain an amount of impurities that will cause a reduction in the strength of the stabilize soil

**24-1.02C Mixed Material**

Take a composite sample from 5 random locations after initial mixing. The moisture content of the composite sample tested under California Test 226 must be a minimum of 3 percent greater than optimum. Determine the moisture versus density relationship of the composite sample material determined under California Test 216, except Part 2, Section E, Paragraph 6 is modified as follows:

> After adjustment of the moisture content, compact each of the remaining test specimens in the mold, then record the water adjustment, tamper reading, and the corresponding adjusted wet density from the chart on Table 1 using the column corresponding to the actual wet weight of the test specimen compacted. Note each of these wet weights on Line I.

The mixed material before compaction excluding rock must comply with:

| Sieve Sizes | Percentage Passing |
|---|---|
| 1" | 98 - 100 |
| No. 4 | 60 - 100 |

### 24-1.02D Curing Treatment

Curing treatment may be any of the following:

1. Water cure
2. Curing seal
3. Moist material blanket

Curing seal must be SS or CSS grade asphaltic emulsion under Section 94, "Asphaltic Emulsions."

## 24-1.03 CONSTRUCTION

### 24-1.03A General

If using different types of lime or lime from more than one source, do not mix them. The Engineer determines separate application rates.

Deliver lime in full loads unless it is the last load needed for a work shift.

Apply lime at ground temperatures above 35 °F. Do not apply lime if you expect the ground temperature to drop below 35 °F before you complete mixing and compacting.

During mixing, maintain the in-place moisture of the soil to be stabilized a minimum 3 percent above the optimum moisture determined under California Test 216 as modified in "Mixed Material." During compaction and finish grading, add water to the surface to prevent drying until the next layer of mixed material is placed, or until you apply curing treatment.

Scarify the surface of lime stabilized soil at least 2 inches between each layer. Do not scarify the final surface of the lime stabilized soil.

Between the time of applying lime and 3 days after applying curing treatment, only allow equipment or vehicles on the soil being stabilized that are essential to the work.

### 24-1.03B Preparing Soil

Except for soil clods, remove rocks or solids larger than 1/3 of the layer thickness. Regardless of the layer thickness, remove rocks and solids greater than 4 inches. Notify the Engineer if you encounter rocks or solids greater than 1/3 of the layer thickness.

Before adding lime, place the soil to be stabilized to within 0.08 foot of the specified lines and grades and compact to not less than 90 percent relative compaction.

### 24-1.03C Applying Lime

Apply lime uniformly over the area to be stabilized using a vane spreader.

The Engineer determines the final application rate. Do not vary from this application rate by more than 5 percent.

Apply lime in dry form. If you request and the Engineer approves, you may apply lime in slurry form.

Lime slurry must be in suspension during application. Apply lime slurry uniformly making successive passes over a measured section or roadway until the specified lime content is reached. Apply the residue from lime slurry over the length of the roadway being processed.

### 24-1.03D Mixing

Lime and soil to be stabilized must be mixed uniformly at least twice to within 0.10 foot of the specified depth at any point. If the mixing depth exceeds the specified depth by more than 10 percent, add lime in proportion to the exceeded depth. The Department does not pay for this added lime.

Mix lime on the same day it is applied. After the initial mixing, allow a mellowing period for at least 36 hours before final mixing. Moisture content during the mellowing period determined under California Test 226 must be at least 3 percent higher than the optimum moisture content. You may add water and mix during the mellowing period.

Remix until the mixture is uniform with no streaks or pockets of lime.

Except for clods larger than 1 inch, mixed material must have a color reaction with sprayed phenolphthalein alcohol indicator solution.

Complete all the mixing work within 7 days of the initial application of lime.

### 24-1.03E Compaction

Begin compacting immediately after final mixing, but not less than 36 hours after the beginning of initial mixing.

Compact by using sheepsfoot or segmented wheel rollers immediately followed by steel drum or pneumatic-tired rollers. Do not use vibratory rollers.

If you request and the Engineer approves, you may compact mixed material in layers greater than 0.50 foot.

If the specified thickness is 0.50 foot or less, compact in one layer. If the specified thickness is more than 0.50 foot, compact in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer must not exceed 0.50 foot unless you first demonstrate your equipment and methods provide uniform distribution of lime and achieve the specified compaction.

Use other compaction methods in areas inaccessible to rollers.

Compact the lime stabilized soil to at least 95 percent relative compaction determined under California Test 216 as modified under "Mixed Material." The relative compaction is determined on a wet weight basis.

### 24-1.03F Finish Grading

Maintain the moisture content of the lime stabilized soil through the entire finish grading operation at a minimum of 3 percent above optimum moisture content.

The finished surface of the lime stabilized soil must not vary more than 0.08 foot above or below the grade established by the Engineer unless the lime stabilized soil is to be covered by material paid for by the cubic yard, in which case the finished surface may not vary above the grade established by the Engineer.

If lime stabilized soil is above the allowable tolerance, trim, remove, and dispose of the excess material. Do not leave loose material on the finished surface. If finish rolling cannot be completed within 2 hours of trimming, defer trimming.

If lime stabilized soil is below the allowable tolerance, you may use trimmed material to fill low areas only if final grading and final compaction occurs within 48 hours of beginning initial compaction. Before placing trimmed material, scarify the surface of the area to be filled at least 2 inches deep.

Finish rolling of trimmed surfaces must be performed with at least 1 complete coverage with steel drum or pneumatic-tired rollers.

### 24-1.03G Curing

#### General

Choose the method of curing.

Apply the chosen cure method within 48 hours of completing the sheepsfoot or segmented wheel compaction. Apply the chosen cure method within the same day of any trimming and finish grading.

#### Water Cure

Water may be used to cure the finished surface before you place a moist material blanket, or apply curing seal. Keep the surface above the optimum moisture content of the lime stabilized soil. Use this method for no more than 3 days, after which you must place a curing seal or moist material blanket.

#### Curing Seal

Curing seal equipment must have a gage indicating the volume of curing seal in the storage tank.

If curing seal is used, apply it:

1. To the finished surface of lime stabilized soil under Section 94-1.06, "Applying," of the Standard Specifications
2. At a rate from 0.10 to 0.20 gallon per square yard. The Engineer determines the exact rate
3. When the lime stabilized soil is at optimum moisture
4. When the ambient temperature is above 40 °F and rising

Repair damaged curing seal the same day the damage occurs.

#### Moist Material Blanket

Moist material blanket consists of moist structural material. Moist material blanket may be a temporary or permanent layer of material of sufficient thickness to prevent drying of the lime stabilized soil. You may use moist material blanket if the lime stabilized soil can bear the weight of construction equipment. Maintain the moist material blanket above the optimum moisture content, as appropriate, until the next structural layer is placed.

**24-1.04 MEASUREMENT AND PAYMENT**

Lime stabilized soil is measured by the square yard determined from horizontal measurements of the planned surface of the lime stabilized soil.

Curing seal is measured under Section 94, "Asphaltic Emulsions." The amount of curing seal used is determined from the gauge specified for the curing equipment.

The contract item prices for the work involved with lime stabilized soil are paid:

1. Per square yard for lime stabilized soil
2. Per ton for lime
3. Per ton for asphaltic emulsion (curing seal)

Payment for the contract items involved with lime stabilized soil includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the lime stabilized soil, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Department does not adjust payment for lime.

Quantities of lime wasted or disposed of in a manner not specified, or remaining on hand after completion of the work, will not be paid for. If you use a partial load of lime, weigh the truck and the remaining lime on a scale under Section 9-1.01, "Measurement of Quantities," and submit a weighmaster certificate to the Engineer.

Full compensation for preparing soil to be stabilized is included in the contract price paid per square yard for lime stabilized soil, and no separate payment is made therefor, except removing and disposing of rocks and solids larger 1/3 of the layer thickness and larger than 4 inches from native soil or embankment other than imported borrow is paid for as extra work as provided in Section 4-1.03D, "Extra Work." Removing and disposing of rocks and solids larger than 1/3 of the lift thickness and larger than 4 inches from imported borrow is at your expense.

Full compensation for mixing, compacting, and maintaining the moisture content of the lime stabilized soil is included in the contract price paid per square yard for lime stabilized soil, and no separate payment is made therefor.

Full compensation for applying lime is included in the contract price paid per ton for lime, and no additional compensation is allowed therefor.

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP testing costs.

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## SECTION 25 AGGREGATE SUBBASES

**(Issued 02-16-07)**

**In Section 25-1.02A replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

**Replace Section 25-1.02B with:**

**25-1.02B Class 4 Aggregate Subbase**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

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## SECTION 26 AGGREGATE BASES
**(Issued 02-16-07)**

**In Section 26-1.02A replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

**In Section 26-1.02B replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

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## SECTION 27 CEMENT TREATED BASES
**(Issued 07-31-07)**

**In Section 27-1.02 replace the 1st paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 27-1.02 replace the 3rd paragraph with:**

Aggregate for use in Class A cement treated base shall be of such quality that when mixed with cement in an amount not to exceed 5 percent by weight of the dry aggregate and compacted at optimum moisture content, the compressive strength of a sample of the compacted mixture shall not be less than 750 pounds per square inch at 7 days, when tested by California Test 312.

**In Section 27-1.02 replace the 4th paragraph with:**

Aggregate for use in Class B cement treated base shall have a Resistance (R-value) of not less than 60 before mixing with cement and a Resistance (R-value) of not less than 80 after mixing with cement in an amount not to exceed 2.5 percent by weight of the dry aggregate.

**In Section 27-1.07 replace the 9th paragraph with:**

When surfacing material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as surfacing. This filling shall be done as a separate operation prior to placing the lowest layer of surfacing, and full compensation for this filling will be considered as included in the contract price paid for cement treated base and no additional compensation will be allowed therefor.

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## SECTION 28 LEAN CONCRETE BASE
**(Issued 05-15-09)**

**In Section 28-1.02 replace the 1st paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 28-1.02 replace the 6th paragraph with:**

Aggregate shall be of such quality that, when mixed with cement in an amount not to exceed 300 pounds per cubic yard, and tested in conformance with the requirements in California Test 548, the compressive strength of a sample will be not less than 700 pounds per square inch at 7 days.

**Replace Section 28-1.05 with:**

Placing of lean concrete base shall conform to the provisions for placing concrete pavement in Section 40-3.04, "Placing Concrete," except that the third paragraph in Section 40-3.04A, "General," shall not apply.

Unless otherwise required by the plans or the special provisions, lean concrete base shall be constructed in not less than 12-foot widths separated by construction joints. Lean concrete base constructed monolithically in widths greater than 26 feet shall be constructed with a longitudinal contraction joint offset not more than 3 feet from the centerline of the width being constructed.

Longitudinal contraction joints in lean concrete base shall be constructed in conformance with the provisions in Section 40-3.08E, "Sawing Method."

When concrete pavement is to be placed over lean concrete base, longitudinal construction joints and longitudinal contraction joints in the lean concrete base shall not be within one foot of planned longitudinal contraction joints nor longitudinal constuction joints in the concrete pavement.

Lean concrete base shall not be mixed nor placed while the atmospheric temperature is below 35 °F, and shall not be placed on frozen ground.

**In Section 28-1.06 replace the 1st and 2nd paragraphs with:**

Lean concrete base shall be spread, compacted, and shaped in conformance with the provisions in Section 40-3.04D, "Stationary Side Form Construction," and Section 40-3.04E, "Slip-Form Construction."

In advance of curing operations, lean concrete base to be surfaced with hot mix asphalt shall be textured with a drag strip of burlap, a broom or a spring steel tine device which will produce scoring in the finished surface. The scoring shall be parallel with the centerline or transverse thereto. The operation shall be performed at a time and in a manner to produce the coarsest texture practical for the method used.

**In Section 28-1.08 replace the 2nd paragraph with:**

Hardened lean concrete base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with lean concrete base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement, and full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation that the pavement is placed. Full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.

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## SECTION 29 TREATED PERMEABLE BASES
**(Issued 05-15-09)**

**In Section 29-1.02B replace the 2nd paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 29-1.04A replace the 1st paragraph with:**

Aggregates and asphalt for asphalt treated permeable base shall be stored, proportioned and mixed in the same manner provided for storing, proportioning and mixing aggregates and asphalt for hot mix asphalt in Section 39-1.08, "Production," except as follows:

1. The aggregate need not be separated into sizes.
2. The temperature of the aggregate before adding the asphalt binder shall be not less than 275° F nor more than 325° F.
3. Asphalt treated permeable base stored in excess of 2 hours shall not be used in the work.
4. The aggregate shall be combined with 2.5 percent paving asphalt by weight of the dry aggregate. After testing samples of the Contractor's proposed aggregate supply, the Engineer may order an increase or decrease in the asphalt content. If an increase or decrease is ordered, and the increase or decrease exceeds the specified amount by more than 0.1 percent by weight of the dry aggregate, the compensation payable to the Contractor for the asphalt treated permeable base will be increased or decreased on the basis of the total increase or decrease in asphalt.
5. The asphalt content of the asphalt mixture will be determined, at the option of the Engineer, by extraction tests in conformance with the requirements in California Test 310 or 362, or will be determined in conformance with the requirements in California Test 379. The bitumen ratio pounds of asphalt per 100 pounds of dry aggregate shall not vary by more than 0.5 pound of asphalt above or 0.5 pound of asphalt below the amount designated by the Engineer. Compliance with this requirement will be determined either by taking samples from trucks at the plant or from the

mat behind the paver before rolling. If the sample is taken from the mat behind the paver, the bitumen ratio shall be not less than the amount designated by the Engineer, less 0.7 pound of asphalt per 100 pounds of dry aggregate.

**In Section 29-1.04B replace the 2nd paragraph with:**

Cement treated permeable base shall contain not less than 287 pounds of cement per cubic yard.

**In Section 29-1.05 replace the 1st paragraph with:**

Asphalt treated permeable base shall be spread and compacted as specified for hot mix asphalt under the "Method" construction process in Section 39, "Hot Mix Asphalt," and these specifications.

**In Section 29-1.05 in the 8th paragraph, replace the 2nd sentence with:**

The filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," and shall be placed in conformance with the provisions for placing filter fabric for edge drains in Section 68-3.03, "Installation."

**In Section 29-1.06 replace the 1st and 2nd paragraphs with:**

Cement treated base shall be placed, spread, compacted, and shaped in conformance with the provisions in Section 40-3.04D, "Stationary Side Form Construction," and Section 40-3.04E, "Slip-Form Construction," except that vibrators shall not be used and the third paragraph in Section 40-3.04A, "General," shall not apply.

**In Section 29-1.06 in the 9th paragraph, replace the 2nd sentence with:**

The filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," and shall be placed in conformance with the provisions for placing filter fabric for edge drains in Section 68-3.03, "Installation."

**In Section 29-1.07 replace the 2nd paragraph with:**

Hardened treated permeable base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with treated permeable base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation in which the pavement is placed.
3. Full compensation for filling low areas will be considered as included in the contract price paid per cubic yard for treated permeable base and no additional compensation will be allowed therefor.

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## SECTION 37 BITUMINOUS SEALS
**(Issued 06-05-09)**

**In Section 37-1.03 replace the 4th through 6th paragraphs with:**

On 2-lane two-way roadways, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to both sides of the traveled way where screenings are being spread on a traffic lane. The first W8-7 sign in each direction shall be placed where traffic first encounters loose screenings, regardless of which lane the screenings are being spread on. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way and at public roads or streets entering the seal coat area as directed by the Engineer.

On multilane roadways (freeways, expressways and multilane conventional highways) where screenings are being spread on a traffic lane, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed

adjacent to the outside edge of the traveled way nearest to the lane being worked on. The first W8-7 sign shall be placed where the screenings begin with respect to the direction of travel on that lane. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along the edge of traveled way and at on-ramps, public roads or streets entering the seal coat area as directed by the Engineer.

The W8-7 and W13-1 signs shall be maintained in place at each location until final brooming of the seal coat surface at that location is completed. The W8-7 and W13-1 signs shall conform to the provisions for construction area signs in Section 12, "Construction Area Traffic Control Devices." The signs may be set on temporary portable supports with the W13-1 below the W8-7 or on barricades with the W13-1 sign alternating with the W8-7 sign.

**In Section 37-1.07 replace the 2nd paragraph with:**

Rollers shall be oscillating type pneumatic-tired rollers. A minimum of 2 pneumatic-tired rollers conforming to the provisions in Section 39-3.03 "Spreading and Compacting Equipment," shall be furnished.

**In Section 37-1.09 replace the 2nd paragraph with:**

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying seal coat, complete in place, including furnishing, placing, maintaining, and removing W8-7 and W13-1 signs, when required, and temporary supports or barricades for the signs, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

**In Section 37-2.05 replace the 6th paragraph with:**

In addition to conforming to the provisions in Section 5-1.10, "Equipment," the identifying number of mixer-spreader trucks shall be at least 2 inches in height, located on the front and rear of the vehicle.

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## SECTION 39 ASPHALT CONCRETE
**(Issued 06-05-09)**

**Replace Section 39 with:**
## SECTION 39 HOT MIX ASPHALT

## 39-1 GENERAL

### 39-1.01 DESCRIPTION

Section 39 includes specifications for producing and placing hot mix asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

The special provisions specify one or more type of HMA, including:

1. Type A
2. Type B
3. Open graded friction course (OGFC). OGFC includes hot mix asphalt (open graded), rubberized hot mix asphalt (open graded) (RHMA-O) and rubberized hot mix asphalt (open graded high binder) (RHMA-O-HB)
4. Rubberized hot mix asphalt (gap graded) (RHMA-G)

The special provisions specify the HMA construction process, including:

1. Standard
2. Method
3. Quality Control / Quality Assurance (QC / QA)

## 39-1.02 MATERIALS

### 39-1.02A Geosynthetic Pavement Interlayer

Geosynthetic pavement interlayer must comply with the specifications for pavement fabric or paving mat in Section 88-1.07, "Pavement Interlayer."

### 39-1.02B Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with the specifications for weighing, measuring, and metering devices under Section 9-1.01, "Measurement of Quantities," or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit in writing:

1. The weight ratio of water to bituminous material in the original asphaltic emulsion
2. The weight of asphaltic emulsion before diluting
3. The weight of added water
4. The final dilution weight ratio of water to asphaltic emulsion

### 39-1.02C Asphalt Binder

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

### 39-1.02D Asphalt Rubber Binder

#### General

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be 80.0 ± 2.0 percent by weight of the asphalt rubber binder.

#### Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

**Asphalt Modifier for Asphalt Rubber Binder**

| Quality Characteristic | ASTM | Specification |
|---|---|---|
| Viscosity, $m^2/s$ (x $10^{-6}$) at 100 °C | D 445 | X ± 3 [a] |
| Flash Point, CL.O.C., °C | D 92 | 207 minimum |
| Molecular Analysis | | |
| Asphaltenes, percent by mass | D 2007 | 0.1 maximum |
| Aromatics, percent by mass | D 2007 | 55 minimum |

Note:
[a] The symbol "X" is the proposed asphalt modifier viscosity. "X" must be between 19 and 36. A change in "X" requires a new asphalt rubber binder design.

Asphalt modifier must be from 2.0 percent to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder.

#### Crumb Rubber Modifier

CRM consists of a ground or granulated combination of scrap tire CRM and high natural CRM. CRM must be 75.0 ± 2.0 percent scrap tire CRM and 25.0 ± 2.0 percent high natural CRM by total weight of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

**Crumb Rubber Modifier for Asphalt Rubber Binder**

| Quality Characteristic | Test Method | Specification |
|---|---|---|
| Scrap tire CRM gradation (% passing No. 8 sieve) | LP-10 | 100 |
| High natural CRM gradation (% passing No. 10 sieve) | LP-10 | 100 |
| Wire in CRM (% max.) | LP-10 | 0.01 |
| Fabric in CRM (% max.) | LP-10 | 0.05 |
| CRM particle length (inch max.) [a] | -- | 3/16 |
| CRM specific gravity [a] | CT 208 | 1.1 – 1.2 |
| Natural rubber content in high natural CRM (%) [a] | ASTM D 297 | 40.0 – 48.0 |

Note:
[a] Test at mix design and for Certificate of Compliance.

Only use CRM ground and granulated at ambient temperature. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Only use cryogenically produced CRM particles that can be ground or granulated and not pass through the grinder or granulator.

CRM must be dry, free-flowing particles that do not stick together. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier. You may add calcium carbonate or talc up to 3 percent by weight of CRM.

**Asphalt Rubber Binder Design and Profile**

Submit in writing an asphalt rubber binder design and profile that complies with the asphalt rubber binder specifications. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

**Asphalt Rubber Binder Reaction Design Profile**

| Test | Minutes of Reaction [a] | | | | | | | Limits |
|---|---|---|---|---|---|---|---|---|
| | 45 | 60 | 90 | 120 | 240 | 360 | 1440 | |
| Cone penetration @ 77 °F, 0.10-mm (ASTM D 217) | X [b] | | | | X | | X | 25 - 70 |
| Resilience @ 77 °F, percent rebound (ASTM D 5329) | X | | | | X | | X | 18 min. |
| Field softening point, °F (ASTM D 36) | X | | | | X | | X | 125 - 165 |
| Viscosity, centipoises (LP-11) | X | X | X | X | X | X | X | 1,500 - 4,000 |

Notes:
[a] Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).
[b] "X" denotes required testing

**Asphalt Rubber Binder**

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:

**Asphalt Rubber Binder**

| Quality Characteristic | Test for Quality Control or Acceptance | Test Method | Specification | |
|---|---|---|---|---|
| | | | Minimum | Maximum |
| Cone penetration @ 77 °F, 0.10-mm | Acceptance | ASTM D 217 | 25 | 70 |
| Resilience @ 77 °F, percent rebound | Acceptance | ASTM D 5329 | 18 | -- |
| Field softening point, °F | Acceptance | ASTM D 36 | 125 | 165 |
| Viscosity @ 375 °F, centipoises | Quality Control | LP-11 | 1,500 | 4,000 |

**39-1.02E Aggregate**

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:

    3.1. Hydrated lime
    3.2. Portland cement
    3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

**Aggregate Gradation**
**(Percentage Passing)**
**HMA Types A and B**

3/4–inch HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1" | 100 | — |
| 3/4" | 90 - 100 | TV ±5 |
| 1/2" | 70 - 90 | TV ±6 |
| No. 4 | 45 - 55 | TV ±7 |
| No. 8 | 32 - 40 | TV ±5 |
| No. 30 | 12 - 21 | TV ±4 |
| No. 200 | 2 - 7 | TV ±2 |

1/2–inch HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/4" | 100 | — |
| 1/2" | 95 - 99 | TV ±6 |
| 3/8" | 75 - 95 | TV ±6 |
| No. 4 | 55 - 66 | TV ±7 |
| No. 8 | 38 - 49 | TV ±5 |
| No. 30 | 15 - 27 | TV ±4 |
| No. 200 | 2 - 8 | TV ±2 |

3/8–inch HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1/2" | 100 | — |
| 3/8" | 95 - 100 | TV ±6 |
| No. 4 | 58 - 72 | TV ±7 |
| No. 8 | 34 - 48 | TV ±6 |
| No. 30 | 18 - 32 | TV ±5 |
| No. 200 | 2 - 9 | TV ±2 |

No. 4 HMA Types A and B

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/8" | 100 | — |
| No. 4 | 95 - 100 | TV ±7 |
| No. 8 | 72 - 77 | TV ±7 |
| No. 30 | 37 - 43 | TV ±7 |
| No. 200 | 2 - 12 | TV ±4 |

**Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)**

3/4–inch RHMA-G

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1" | 100 | — |
| 3/4" | 95 - 100 | TV ±5 |
| 1/2" | 83 - 87 | TV ±6 |
| 3/8" | 65 - 70 | TV ±6 |
| No. 4 | 28 - 42 | TV ±7 |
| No. 8 | 14 - 22 | TV ±5 |
| No. 200 | 0 - 6 | TV ±2 |

1/2–inch RHMA-G

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/4" | 100 | — |
| 1/2" | 90 - 100 | TV ±6 |
| 3/8" | 83 - 87 | TV ±6 |
| No. 4 | 28 - 42 | TV ±7 |
| No. 8 | 14 - 22 | TV ±5 |
| No. 200 | 0 - 6 | TV ±2 |

**Open Graded Friction Course (OGFC)**

1–inch OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1 1/2" | 100 | — |
| 1" | 99 - 100 | TV ±5 |
| 3/4" | 85 - 96 | TV ±5 |
| 1/2" | 55 - 71 | TV ±6 |
| No. 4 | 10 - 25 | TV ±7 |
| No. 8 | 6 - 16 | TV ±5 |
| No. 200 | 1 - 6 | TV ±2 |

1/2–inch OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 3/4" | 100 | — |
| 1/2" | 95 - 100 | TV ±6 |
| 3/8" | 78 - 89 | TV ±6 |
| No. 4 | 28 - 37 | TV ±7 |
| No. 8 | 7 - 18 | TV ±5 |
| No. 30 | 0 - 10 | TV ±4 |
| No. 200 | 0 - 3 | TV ±2 |

3/8–inch OGFC

| Sieve Sizes | Target Value Limits | Allowable Tolerance |
|---|---|---|
| 1/2" | 100 | — |
| 3/8" | 90 - 100 | TV ±6 |
| No. 4 | 29 - 36 | TV ±7 |
| No. 8 | 7 - 18 | TV ±6 |
| No. 30 | 0 - 10 | TV ±5 |
| No. 200 | 0 - 3 | TV ±2 |

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

**Aggregate Quality**

| Quality Characteristic | Test Method | HMA Type | | | |
|---|---|---|---|---|---|
| | | A | B | RHMA-G | OGFC |
| Percent of crushed particles | CT 205 | | | | |
| Coarse aggregate (% min.) | | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) | | | | | |
| One fractured face | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) | CT 211 | | | | |
| Loss at 100 Rev. | | 12 | -- | 12 | 12 |
| Loss at 500 Rev. | | 45 | 50 | 40 | 40 |
| Sand equivalent (min.) [a] | CT 217 | 47 | 42 | 47 | -- |
| Fine aggregate angularity (% min.) [b] | AASHTO T 304 Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (% max. by weight @ 5:1) | ASTM D 4791 | 10 | 10 | 10 | 10 |

Notes:
[a] Reported value must be the average of 3 tests from a single sample.
[b] The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

### 39-1.02F Reclaimed Asphalt Pavement

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

## 39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

### 39-1.03A General

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate for RAP aggregate of more than 5 percent

8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

**39-1.03B Hot Mix Asphalt Mix Design**

Perform a mix design that produces HMA in compliance with:

**Hot Mix Asphalt Mix Design Requirements**

| Quality Characteristic | Test Method | HMA Type | | |
|---|---|---|---|---|
| | | A | B | RHMA-G |
| Air voids content (%) | CT 367[a] | 4.0 | 4.0 | Special Provisions |
| Voids in mineral aggregate (% min.) | LP-2 | | | |
| No. 4 grading | | 17.0 | 17.0 | -- |
| 3/8" grading | | 15.0 | 15.0 | -- |
| 1/2" grading | | 14.0 | 14.0 | 18.0 – 23.0[b] |
| 3/4" grading | | 13.0 | 13.0 | 18.0 – 23.0[b] |
| Voids filled with asphalt (%) | LP-3 | | | |
| No. 4 grading | | 76.0 – 80.0 | 76.0 – 80.0 | Note d |
| 3/8" grading | | 73.0 – 76.0 | 73.0 – 76.0 | |
| 1/2" grading | | 65.0 – 75.0 | 65.0 – 75.0 | |
| 3/4" grading | | 65.0 – 75.0 | 65.0 – 75.0 | |
| Dust proportion | LP-4 | | | |
| No. 4 and 3/8" gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Note d |
| 1/2" and 3/4" gradings | | 0.6 – 1.3 | 0.6 – 1.3 | |
| Stabilometer value (min.) [c] | CT 366 | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 |

Notes:

[a] Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.
[b] Voids in mineral aggregate for RHMA-G must be within this range.
[c] Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 °± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[d] Report this value in the JMF submittal.

For stability and air voids content, prepare 3 briquettes at the OBC and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 8 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

**39-1.03C Job Mix Formula Submittal**

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. JMF renewal on Form CEM-3514, if applicable
5. Materials Safety Data Sheets (MSDS) for:

   5.1. Asphalt binder
   5.2. Base asphalt binder used in asphalt rubber binder

5.3. CRM and asphalt modifier used in asphalt rubber binder
5.4. Blended asphalt rubber binder mixture
5.5. Supplemental fine aggregate except fines from dust collectors
5.6. Antistrip additives

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

**39-1.03D Job Mix Formula Review**

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

**39-1.03E Job Mix Formula Verification**

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ±0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer in writing at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving verification samples. If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV ± tolerance)
3. Asphalt binder content (JMF TV ± tolerance)
4. HMA quality specified in the table Hot Mix Asphalt Mix Design Requirements except:

    4.1. Air voids content (design value ± 2.0 percent)
    4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC)
    4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC)

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air voids content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ±0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

The Engineer reverifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts $3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

**39-1.03F Job Mix Formula Renewal**

You may request a JMF renewal by submitting the following:

1. Proposed JMF on Form CEM-3511
2. A previously verified JMF documented on Form CEM-3513 dated within 12 months
3. Mix design documentation on Form CEM-3512 used for the previously verified JMF

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer reviews each complete JMF renewal submittal within 5 business days.

The Engineer may verify aggregate qualities during this review period.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer verifies the JMF renewal submittal under Section 39-1.03E, "Job Mix Formula Verification," except:

1. The Engineer retains samples until you provide test results for your part on Form CEM-3514.
2. The Engineer tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics under Section 39-1.03E, "Job Mix Formula Verification."
3. The Engineer verifies each proposed JMF within 30 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the State's expense 1 proposed JMF.

If the Engineer verifies the JMF renewal, the Engineer provides you a Form CEM-3513.

### 39-1.03G Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

## 39-1.04 CONTRACTOR QUALITY CONTROL

### 39-1.04A General

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 days of a request except when QC / QA is specified.

You must identify the HMA sampling location in your Quality Control Plan. During production, take samples under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

### 39-1.04B Prepaving Conference

Meet with the Engineer at a prepaving conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

### 39-1.04C Asphalt Rubber Binder

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

### 39-1.04D Aggregate

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

### 39-1.04E Reclaimed Asphalt Pavement

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

### 39-1.04F Density Cores

To determine density for Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the Engineer designates. Take density cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a density core to the Engineer, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

### 39-1.04G Briquettes

Prepare 3 briquettes for each stability and air voids content determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

## 39-1.05 ENGINEER'S ACCEPTANCE

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method except samples may be taken from:

1. The plant from:

    1.1. A truck
    1.2. An automatic sampling device

2. The mat behind the paver

Sampling must be independent of Contractor quality control, statistically-based, and random.

If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes for each stability and air voids content determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

## 39-1.06 DISPUTE RESOLUTION

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

## 39-1.07 PRODUCTION START-UP EVALUATION

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples and report test results in writing within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

For Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores within the first 750 tons on the first day of HMA production. For each density core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the density core locations and include them in your production tests for percent of maximum theoretical density.

## 39-1.08 PRODUCTION

### 39-1.08A General

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

### 39-1.08B Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 275 °F and 375 °F when mixed with aggregate.

Asphalt rubber binder must be between 375 °F and 425 °F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 °F except aggregate for OGFC with unmodified asphalt binder must be not more than 275 °F. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 325 °F.

### 39-1.08C Asphalt Rubber Binder

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 375 °F and 440 °F.

Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 350 °F and the lower of 425 °F or 25 °F below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 375 °F, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder weight. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

## 39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

### 39-1.09A General

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

### 39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

### 39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:

    3.1. Curbs
    3.2. Gutters
    3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

| HMA over: | Minimum Residual Rates (gallons per square yard) | | |
|---|---|---|---|
| | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion | Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion |
| New HMA (between layers) | 0.02 | 0.03 | 0.02 |
| Existing AC and PCC pavement | 0.03 | 0.04 | 0.03 |
| Planed pavement | 0.05 | 0.06 | 0.04 |

**Tack Coat Application Rates for OGFC**

| OGFC over: | Minimum Residual Rates (gallons per square yard) | | |
|---|---|---|---|
| | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion | Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion |
| New HMA | 0.03 | 0.04 | 0.03 |
| Existing AC and PCC pavement | 0.05 | 0.06 | 0.04 |
| Planed pavement | 0.06 | 0.07 | 0.05 |

If you dilute asphaltic emulsion, mix until homogeneous before application.

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:

    2.1. No dust, dirt, or extraneous material is present
    2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

**39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer in compliance with the manufacturer's recommendations.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 gallon ± 0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

### 39-1.10 SPREADING AND COMPACTING EQUIPMENT

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

### 39-1.11 TRANSPORTING, SPREADING, AND COMPACTING

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers

3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified paved thickness is from 0.15 foot to 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:

    3.1. Asphalt concrete surfacing replacement areas
    3.2. Leveling courses
    3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

## 39-1.12 SMOOTHNESS

### 39-1.12A General

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

### 39-1.12B Straightedge

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### 39-1.12C Profilograph

Under California Test 526, determine the zero (null) blanking band Profile Index ($PI_0$) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the $PI_0$ must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the $PI_0$ must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a $PI_0$. You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than or equal to 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The following HMA pavement areas do not require a $PI_0$. You must measure these areas with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:

    2.1. Existing pavement not constructed under the same project
    2.2. A bridge deck or approach slab

3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:

    4.1. Ramps
    4.2. Connectors

5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

#### 39-1.12D Smoothness Correction

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

### 39-1.13 MISCELLANEOUS AREAS AND DIKES

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

## 39-2 STANDARD

### 39-2.01 DESCRIPTION

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

### 39-2.02 CONTRACTOR QUALITY CONTROL

#### 39-2.02A Quality Control Plan

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.

The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

**39-2.02B Quality Control Testing**

Perform sampling and testing at the specified frequency for the following quality characteristics:

**Minimum Quality Control – Standard**

| Quality Characteristic | Test Method | Minimum Sampling and Testing Frequency | HMA Type | | | |
|---|---|---|---|---|---|---|
| | | | A | B | RHMA-G | OGFC |
| Aggregate gradation[a] | CT 202 | 1 per 750 tons and any remaining part | JMF ± Tolerance[b] | JMF ± Tolerance[b] | JMF ± Tolerance[b] | JMF ± Tolerance[b] |
| Sand equivalent (min.)[c] | CT 217 | | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.50 | JMF ± 0.50 |
| HMA moisture content (%, max.) | CT 226 or CT 370 | 1 per 2,500 tons but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | 1.0 |
| Percent of maximum theoretical density (%)[d, e] | Quality control plan | 2 per business day (min.) | 91 - 97 | 91 - 97 | 91 - 97 | -- |
| Stabilometer value (min.)[c, f]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | CT 366 | One per 4,000 tons or 2 per 5 business days, which-ever is more | <br>30<br>37 | <br>30<br>35 | <br>--<br>23 | <br>--<br>-- |
| Air voids content (%)[c, g] | CT 367 | | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants[h] | CT 226 or CT 370 | 2 per day during production | -- | -- | -- | -- |
| Percent of crushed particles coarse aggregate (%, min.)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (%, min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | CT 205 | As necessary and designat-ed in the QCP. At least once per project | <br>90<br>75<br><br><br>70 | <br>25<br>--<br><br><br>20 | <br>--<br>90<br><br><br>70 | <br>90<br>75<br><br><br>90 |
| Los Angeles Rattler (%, max.)<br>Loss at 100 rev.<br>Loss at 500 rev. | CT 211 | | <br>12<br>45 | <br>--<br>50 | <br>12<br>40 | <br>12<br>40 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Flat and elongated particles (%, max. by weight @ 5:1) | ASTM D 4791 | | Report only | Report only | Report only | Report only |
| Fine aggregate angularity (%, min.) | AASHTO T 304, Method A | | 45 | 45 | 45 | -- |
| Voids filled with asphalt (%) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-3 | | <br><br>76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | <br><br>76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | Report only | -- |
| Voids in mineral aggregate (% min.) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-2 | | <br><br>17.0<br>15.0<br>14.0<br>13.0 | <br><br>17.0<br>15.0<br>14.0<br>13.0 | <br><br>--<br>--<br>18.0 – 23.0 [j]<br>18.0 – 23.0 [j] | -- |
| Dust proportion [i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | LP-4 | | <br><br>0.9 – 2.0<br><br>0.6 – 1.3 | <br><br>0.9 – 2.0<br><br>0.6 – 1.3 | Report only | -- |
| Smoothness | Section 39-1.12 | -- | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge and must-grind |
| Asphalt rubber binder viscosity @ 350 °F, centipoises | Section 39-1.02D | Section 39-1.04C | -- | -- | 1,500 – 4,000 | 1,500 – 4,000 |
| Asphalt modifier | Section 39-1.02D | Section 39-1.04C | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Section 39-1.02D | Section 39-1.04C | -- | -- | Section 39-1.02D | Section 39-1.02D |

Notes:
[a] Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] Report the average of 3 tests from a single split sample.
[d] Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.
[e] Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.
[f] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[g] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[h] For adjusting the plant controller at the HMA plant.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

## 39-2.03 ENGINEER'S ACCEPTANCE

### 39-2.03A Testing

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Standard**

| Quality Characteristic | Test Method | HMA Type | | | |
|---|---|---|---|---|---|
| | | A | B | RHMA-G | OGFC |
| Aggregate gradation [a] | CT 202 | JMF ± Tolerance [c] | JMF ± Tolerance [c] | JMF ± Tolerance [c] | JMF ± Tolerance [c] |
| Sieve / 3/4" / 1/2" / 3/8" | | | | | |
| 1/2" / X [b] / | | | | | |
| 3/8" / | X | | | | |
| No. 4 / | | X | | | |
| No. 8 / X | X | X | | | |
| No. 200 / X | X | X | | | |
| Sand equivalent (min.) [d] | CT 217 | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.50 | JMF ± 0.50 |
| HMA moisture content (%, max.) | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Percent of maximum theoretical density (%) [e, f] | CT 375 | 91 – 97 | 91 – 97 | 91 – 97 | -- |
| Stabilometer value (min.) [d, g] | CT 366 | | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 | -- |
| Air voids content (%) [d, h] | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Percent of crushed particles Coarse aggregate (%, min.) | CT 205 | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (%, min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face | | 70 | 20 | 70 | 90 |
| Percent of crushed particles Coarse aggregate (%, min.) | CT 205 | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Los Angeles Rattler (%, max.) | CT 211 | | | | |
| Loss at 100 rev. | | 12 | -- | 12 | 12 |
| Loss at 500 rev. | | 45 | 50 | 40 | 40 |
| Fine aggregate angularity (%, min.) | AASHTO T 304, Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (%, max. by weight @ 5:1) | ASTM D 4791 | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) [i] | LP-3 | | | | |
| No. 4 grading | | 76.0 – 80.0 | 76.0 – 80.0 | Report only | -- |
| 3/8" grading | | 73.0 – 76.0 | 73.0 – 76.0 | | |
| 1/2" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| 3/4" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| Voids in mineral aggregate (% min.) [i] | LP-2 | | | | |
| No. 4 grading | | 17.0 | 17.0 | -- | -- |
| 3/8" grading | | 15.0 | 15.0 | -- | |
| 1/2" grading | | 14.0 | 14.0 | 18.0 – 23.0 [j] | |
| 3/4" grading | | 13.0 | 13.0 | 18.0 – 23.0 [j] | |
| Dust proportion [i] | LP-4 | | | | -- |
| No. 4 and 3/8" gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Report only | |

| | | | | | |
|---|---|---|---|---|---|
| 1/2" and 3/4" gradings | | 0.6 – 1.3 | 0.6 – 1.3 | | |
| Smoothness | Section 39-1.12 | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge, must-grind, and $PI_0$ | 12-foot straightedge and must-grind |
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92-1.02(C) and Section 39-1.02D | Section 92-1.02(C) and Section 39-1.02D |
| Asphalt modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] "X" denotes the sieves the Engineer considers for the specified aggregate gradation.
[c] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[d] The Engineer reports the average of 3 tests from a single split sample.
[e] The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

[f] The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.
[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[h] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

| HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density | Reduced Payment Factor | HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density | Reduced Payment Factor |
|---|---|---|---|
| 91.0 | 0.0000 | 97.0 | 0.0000 |
| 90.9 | 0.0125 | 97.1 | 0.0125 |
| 90.8 | 0.0250 | 97.2 | 0.0250 |
| 90.7 | 0.0375 | 97.3 | 0.0375 |
| 90.6 | 0.0500 | 97.4 | 0.0500 |
| 90.5 | 0.0625 | 97.5 | 0.0625 |
| 90.4 | 0.0750 | 97.6 | 0.0750 |
| 90.3 | 0.0875 | 97.7 | 0.0875 |
| 90.2 | 0.1000 | 97.8 | 0.1000 |
| 90.1 | 0.1125 | 97.9 | 0.1125 |
| 90.0 | 0.1250 | 98.0 | 0.1250 |
| 89.9 | 0.1375 | 98.1 | 0.1375 |
| 89.8 | 0.1500 | 98.2 | 0.1500 |
| 89.7 | 0.1625 | 98.3 | 0.1625 |
| 89.6 | 0.1750 | 98.4 | 0.1750 |
| 89.5 | 0.1875 | 98.5 | 0.1875 |
| 89.4 | 0.2000 | 98.6 | 0.2000 |
| 89.3 | 0.2125 | 98.7 | 0.2125 |
| 89.2 | 0.2250 | 98.8 | 0.2250 |
| 89.1 | 0.2375 | 98.9 | 0.2375 |
| 89.0 | 0.2500 | 99.0 | 0.2500 |
| < 89.0 | Remove and Replace | > 99.0 | Remove and Replace |

### 39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Determine the number of rollers needed to obtain the specified density and surface finish.

## 39-3 METHOD

### 39-3.01 DESCRIPTION

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

### 39-3.02 ENGINEER'S ACCEPTANCE

#### 39-3.02A Testing

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Method**

| Quality Characteristic | Test Method | HMA Type | | | |
|---|---|---|---|---|---|
| | | A | B | RHMA-G | OGFC |
| Aggregate gradation [a] | CT 202 | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] |
| Sand equivalent (min.) [c] | CT 217 | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.50 | JMF ± 0.50 |
| HMA moisture content (%, max.) | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Stabilometer value (min.) [c, d] | CT 366 | | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 | -- |
| Percent of crushed particles | CT 205 | | | | |
| Coarse aggregate (% min.) | | | | | |
| One fractured face | | 90 | 25 | -- | 90 |
| Two fractured faces | | 75 | -- | 90 | 75 |
| Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) | | | | | |
| One fractured face | | 70 | 20 | 70 | 90 |
| Los Angeles Rattler (% max.) | CT 211 | | | | |
| Loss at 100 rev. | | 12 | -- | 12 | 12 |
| Loss at 500 rev. | | 45 | 50 | 40 | 40 |
| Air voids content (%) [c, e] | CT 367 | 4 ± 2 | 4 ± 2 | Specification ± 2 | -- |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | 45 | 45 | 45 | -- |
| Flat and elongated particles (% max. by weight @ 5:1) | ASTM D 4791 | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) [f] | LP-3 | | | Report only | |
| No. 4 grading | | 76.0 – 80.0 | 76.0 – 80.0 | | -- |
| 3/8" grading | | 73.0 – 76.0 | 73.0 – 76.0 | | |
| 1/2" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| 3/4" grading | | 65.0 – 75.0 | 65.0 – 75.0 | | |
| Voids in mineral aggregate (% min.) [f] | LP-2 | | | | |
| No. 4 grading | | 17.0 | 17.0 | -- | -- |
| 3/8" grading | | 15.0 | 15.0 | -- | |
| 1/2" grading | | 14.0 | 14.0 | 18.0 – 23.0 [g] | |
| 3/4" grading | | 13.0 | 13.0 | 18.0 – 23.0 [g] | |
| Dust proportion [f] | LP-4 | | | | |
| No. 4 and 3/8" gradings | | 0.9 – 2.0 | 0.9 – 2.0 | Report only | -- |
| 1/2" and 3/4" gradings | | 0.6 – 1.3 | 0.6 – 1.3 | | |
| Smoothness | Section 39-1.12 | 12-foot straightedge and must-grind | 12-foot straightedge and must-grind | 12-foot straightedge and must-grind | 12-foot straightedge and must-grind |
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92- | Section 92- |

| | | | | | |
|---|---|---|---|---|---|
| | | | | 1.02(C) and Section 39-1.02D | 1.02(C) and Section 39-1.02D |
| Asphalt modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |
| Crumb rubber modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] The Engineer reports the average of 3 tests from a single split sample.
[d] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[e] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[f] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[g] Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 300 tons of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 126 pounds to 172 pounds per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:

**Minimum Atmospheric and Surface Temperatures**

| Compacted Layer Thickness, feet | Atmospheric,° F | | Surface,° F | |
|---|---|---|---|---|
| | Unmodified Asphalt Binder | Modified Asphalt Binder[a] | Unmodified Asphalt Binder | Modified Asphalt Binder [a] |
| < 0.15 | 55 | 50 | 60 | 55 |
| 0.15 – 0.25 | 45 | 45 | 50 | 50 |

Note:
[a] Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:

   1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
   1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
   1.3. Finish compaction before the surface temperature drops below 150 °F

2. Modified asphalt binder, complete:

   2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
   2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
   2.3. Finish compaction before the surface temperature drops below 140 °F

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete the first coverage of breakdown compaction before the surface temperature drops below 280 °F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.
4. Complete finish compaction before the surface temperature drops below 200 °F.
5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 200 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 180 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
2 Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
3. Complete compaction before the surface temperature drops below 250 °F.

4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

## 39-4 QUALITY CONTROL / QUALITY ASSURANCE

### 39-4.01 DESCRIPTION

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

### 39-4.02 GENERAL

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A sublot is 750 tons except HMA paved at day's end greater than 250 tons is a sublot. If HMA paved at day's end is less than 250 tons, you may either make this quantity a sublot or include it in the previous sublot's test results for statistical evaluation.

### 39-4.03 CONTRACTOR QUALITY CONTROL

#### 39-4.03A General

Use a composite quality factor, $QF_C$, and individual quality factors, $QF_{QCi}$, to control your process and evaluate your quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

Control HMA quality including:

1. Materials
2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection
2. Sampling
3. Testing

**39-4.03B Quality Control Plan**

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

**39-4.03C Quality Control Inspection, Sampling, And Testing**

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

The minimum random sampling and testing for quality control is:

**Minimum Quality Control – QC / QA**

| Quality Characteristic | Test Method | Minimum Sampling and Testing Frequency | HMA Type | | | Location of Sampling | Max. Reporting Time Allowance |
|---|---|---|---|---|---|---|---|
| | | | A | B | RHMA-G | | |
| Aggregate gradation [a] | CT 202 | 1 per 750 tons | JMF ± Tolerance [b] | JMF ± Tolerance [b] | JMF ± Tolerance [b] | CT 125 | 24 hours |
| Asphalt binder content (%) | CT 379 or 382 | | JMF ±0.45 | JMF ±0.45 | JMF ±0.5 | Loose Mix Behind Paver See CT 125 | |
| Percent of maximum theoretical density (%) [c, d] | QC Plan | | 92 - 96 | 92 - 96 | 91 - 96 | QC Plan | |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants [e] | CT 226 or CT 370 | 2 per day during production | -- | -- | -- | Stockpiles or cold feed belts | -- |
| Sand equivalent (min.) [f] | CT 217 | 1 per 750 tons | 47 | 42 | 47 | CT 125 | 24 hours |
| HMA moisture content (%,max.) | CT 226 or CT 370 | 1 per 2,500 tons but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | Loose Mix Behind Paver See CT 125 | 24 hours |
| Stabilometer Value (min.) [f, g]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | CT 366 | 1 per 4,000 tons or 2 per 5 business days, whichever is more | 30<br>37 | 30<br>35 | --<br>23 | | 48 hours |
| Air voids content (%)[f, h] | CT 367 | | 4 ± 2 | 4 ± 2 | Specification ± 2 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Percent of crushed particles coarse aggregate (% min.)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (% min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | CT 205 | As neces-sary and designat-ed in QCP. At least once per project. | 90<br>75<br>70 | 25<br>--<br>20 | --<br>90<br>70 | CT 125 | 48 hours |
| Los Angeles Rattler (% max.)<br>Loss at 100 rev.<br>Loss at 500 rev. | CT 211 | | 12<br>45 | --<br>50 | 12<br>40 | CT 125 | |
| Fine aggregate angularity (% min.) | AASHTO T 304, Method A | | 45 | 45 | 45 | CT 125 | |
| Flat and elongated particle (% max. by weight @ 5:1) | ASTM D 4791 | | Report only | Report only | Report only | CT 125 | |
| Voids filled with asphalt (%) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-3 | | 76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | 76.0 – 80.0<br>73.0 – 76.0<br>65.0 – 75.0<br>65.0 – 75.0 | Report only | LP-3 | |
| Voids in mineral aggregate (% min.) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | LP-2 | | 17.0<br>15.0<br>14.0<br>13.0 | 17.0<br>15.0<br>14.0<br>13.0 | --<br>--<br>18.0 – 23.0 [j]<br>18.0 – 23.0 [j] | LP-2 | |
| Dust proportion [i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | LP-4 | | 0.9 – 2.0<br>0.6 – 1.3 | 0.9 – 2.0<br>0.6 – 1.3 | Report only | LP-4 | |
| Smoothness | Section 39-1.12 | -- | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | -- | |
| Asphalt rubber binder viscosity @ 350 °F, centipoises | Section 39-1.02D | -- | -- | -- | 1,500 – 4,000 | Section 39-1.02D | 24 hours |
| Crumb rubber modifier | Section 39-1.02D | -- | -- | -- | Section 39-1.02D | Section 39-1.02D | 48 hours |

Notes:
[a] Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.

[d] Determine maximum theoretical density (California Test 309) at the frequency specified for test maximum density under California Test 375, Part 5 D.
[e] For adjusting the plant controller at the HMA plant.
[f] Report the average of 3 tests from a single split sample.
[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[h] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor, $Q_{FC}$, or an individual quality factor, $QF_{QCi}$ for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, $QF_{QCi}$ for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, $QF_{QCi}$, is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

**39-4.03D Charts And Records**

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at

www.dot.ca.gov/hq/construc/hma/index.htm

**39-4.03E Records Of Inspection And Testing**

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.
2. HMA Inspection and Testing Summary. Include in the summary:

    2.1. Test forms with the testers' signatures and Quality Control Manager's initials.
    2.2. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
    2.3. A list and explanation of deviations from the specifications or regular practices.
    2.4. A signed statement by the Quality Control Manager that says:

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

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

### 39-4.03F Statistical Evaluation

#### General

Determine a lot's composite quality factor, $QF_C$, and the individual quality factors, $QF_{QCi}$. Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density, $QF_{QC5}$, for HMA paved in:

1. Areas where the specified paved thickness is less than 0.15 foot
2. Areas where the specified paved thickness is less than 0.20 foot and a 3/4-inch grading is specified and used
3. Dig outs
4. Leveling courses
5. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

#### Statistical Evaluation Calculations

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications. The number of significant figures used in the calculations must comply with AASHTO R-11, Absolute Method.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ($\overline{X}$) of the test values

$$\overline{X} = \frac{\Sigma x}{n}$$

where:

x = individual test values
n = number of test values

2. Calculate the standard deviation

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

where:

$\sum(x^2)$ = sum of the squares of individual test values
$(\sum x)^2$ = sum of the individual test values squared
n = number of test values

3. Calculate the upper quality index (Qu)

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

where:

USL = target value plus the production tolerance or upper specification limit
s = standard deviation
$\overline{X}$ = arithmetic mean

4. Calculate the lower quality index (QL);

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

where:

LSL = target value minus production tolerance or lower specification limit
s = standard deviation
$\overline{X}$ = arithmetic mean

5. From the table, Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$, of this Section 39-4.03F, "Statistical Evaluation", determine $P_U$ ;

where:

$P_U$ = the estimated percentage of work outside the USL.
$P_U = 0$, when USL is not specified.

6. From the table, Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$, of this Section 39-4.03F, "Statistical Evaluation," determine $P_L$;

where:

$P_L$ = the estimated percentage of work outside the LSL.
$P_L = 0$, when LSL is not specified.

7. Calculate the total estimated percentage of work outside the USL and LSL, percent defective

Percent defective $= P_U + P_L$

$P_U$ and $P_L$ are determined from:

| $P_U$ or $P_L$ | **Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sample Size (n) | | | | | | | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10-11 | 12-14 | 15-17 | 18-22 | 23-29 | 30-42 | 43-66 | >66 |
| 0 | 1.72 | 1.88 | 1.99 | 2.07 | 2.13 | 2.20 | 2.28 | 2.34 | 2.39 | 2.44 | 2.48 | 2.51 | 2.56 |
| 1 | 1.64 | 1.75 | 1.82 | 1.88 | 1.91 | 1.96 | 2.01 | 2.04 | 2.07 | 2.09 | 2.12 | 2.14 | 2.16 |
| 2 | 1.58 | 1.66 | 1.72 | 1.75 | 1.78 | 1.81 | 1.84 | 1.87 | 1.89 | 1.91 | 1.93 | 1.94 | 1.95 |
| 3 | 1.52 | 1.59 | 1.63 | 1.66 | 1.68 | 1.71 | 1.73 | 1.75 | 1.76 | 1.78 | 1.79 | 1.80 | 1.81 |
| 4 | 1.47 | 1.52 | 1.56 | 1.58 | 1.60 | 1.62 | 1.64 | 1.65 | 1.66 | 1.67 | 1.68 | 1.69 | 1.70 |
| 5 | 1.42 | 1.47 | 1.49 | 1.51 | 1.52 | 1.54 | 1.55 | 1.56 | 1.57 | 1.58 | 1.59 | 1.59 | 1.60 |
| 6 | 1.38 | 1.41 | 1.43 | 1.45 | 1.46 | 1.47 | 1.48 | 1.49 | 1.50 | 1.50 | 1.51 | 1.51 | 1.52 |
| 7 | 1.33 | 1.36 | 1.38 | 1.39 | 1.40 | 1.41 | 1.41 | 1.42 | 1.43 | 1.43 | 1.44 | 1.44 | 1.44 |
| 8 | 1.29 | 1.31 | 1.33 | 1.33 | 1.34 | 1.35 | 1.35 | 1.36 | 1.36 | 1.37 | 1.37 | 1.37 | 1.38 |
| 9 | 1.25 | 1.27 | 1.28 | 1.28 | 1.29 | 1.29 | 1.30 | 1.30 | 1.30 | 1.31 | 1.31 | 1.31 | 1.31 |
| 10 | 1.21 | 1.23 | 1.23 | 1.24 | 1.24 | 1.24 | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.26 | 1.26 |
| 11 | 1.18 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 |
| 12 | 1.14 | 1.14 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 | 1.15 |
| 13 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.11 | 1.11 | 1.11 | 1.11 | 1.11 | 1.11 | 1.11 |
| 14 | 1.07 | 1.07 | 1.07 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 | 1.06 |
| 15 | 1.03 | 1.03 | 1.03 | 1.03 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 | 1.02 |
| 16 | 1.00 | 0.99 | 0.99 | 0.99 | 0.99 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 |
| 17 | 0.97 | 0.96 | 0.95 | 0.95 | 0.95 | 0.95 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 | 0.94 |
| 18 | 0.93 | 0.92 | 0.92 | 0.92 | 0.91 | 0.91 | 0.91 | 0.91 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 |
| 19 | 0.90 | 0.89 | 0.88 | 0.88 | 0.88 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 |
| 20 | 0.87 | 0.86 | 0.85 | 0.85 | 0.84 | 0.84 | 0.84 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 |
| 21 | 0.84 | 0.82 | 0.82 | 0.81 | 0.81 | 0.81 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.79 |
| 22 | 0.81 | 0.79 | 0.79 | 0.78 | 0.78 | 0.77 | 0.77 | 0.77 | 0.76 | 0.76 | 0.76 | 0.76 | 0.76 |
| 23 | 0.77 | 0.76 | 0.75 | 0.75 | 0.74 | 0.74 | 0.74 | 0.73 | 0.73 | 0.73 | 0.73 | 0.73 | 0.73 |
| 24 | 0.74 | 0.73 | 0.72 | 0.72 | 0.71 | 0.71 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 |
| 25 | 0.71 | 0.70 | 0.69 | 0.69 | 0.68 | 0.68 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.66 |
| 26 | 0.68 | 0.67 | 0.67 | 0.65 | 0.65 | 0.65 | 0.64 | 0.64 | 0.64 | 0.64 | 0.64 | 0.64 | 0.63 |
| 27 | 0.65 | 0.64 | 0.63 | 0.62 | 0.62 | 0.62 | 0.61 | 0.61 | 0.61 | 0.61 | 0.61 | 0.61 | 0.60 |
| 28 | 0.62 | 0.61 | 0.60 | 0.59 | 0.59 | 0.59 | 0.58 | 0.58 | 0.58 | 0.58 | 0.58 | 0.58 | 0.57 |
| 29 | 0.59 | 0.58 | 0.57 | 0.57 | 0.56 | 0.56 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.54 |
| 30 | 0.56 | 0.55 | 0.54 | 0.54 | 0.53 | 0.53 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 |
| 31 | 0.53 | 0.52 | 0.51 | 0.51 | 0.50 | 0.50 | 0.50 | 0.49 | 0.49 | 0.49 | 0.49 | 0.49 | 0.49 |
| 32 | 0.50 | 0.49 | 0.48 | 0.48 | 0.48 | 0.47 | 0.47 | 0.47 | 0.46 | 0.46 | 0.46 | 0.46 | 0.46 |
| 33 | 0.47 | 0.48 | 0.45 | 0.45 | 0.45 | 0.44 | 0.44 | 0.44 | 0.44 | 0.43 | 0.43 | 0.43 | 0.43 |
| 34 | 0.45 | 0.43 | 0.43 | 0.42 | 0.42 | 0.42 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.40 |
| 35 | 0.42 | 0.40 | 0.40 | 0.39 | 0.39 | 0.39 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 36 | 0.39 | 0.38 | 0.37 | 0.37 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 | 0.36 |
| 37 | 0.36 | 0.35 | 0.34 | 0.34 | 0.34 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.32 |
| 38 | 0.33 | 0.32 | 0.32 | 0.31 | 0.31 | 0.31 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 |
| 39 | 0.30 | 0.30 | 0.29 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 |
| 40 | 0.28 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 41 | 0.25 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 42 | 0.23 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 43 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 44 | 0.16 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 45 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 46 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 47 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 48 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 49 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 |
| 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

1. If the value of $Q_U$ or $Q_L$ does not correspond to a value in the table, use the next lower value.
2. If $Q_U$ or $Q_L$ are negative values, $P_U$ or $P_L$ is equal to 100 minus the table value for $P_U$ or $P_L$.

**Quality Factor Determination**

Determine individual quality factors, $QF_{QCi}$, using percent defective = $P_U + P_L$ and:

**Quality Factors**

| Quality Factor | Maximum Allowable Percent Defective ($P_U + P_L$) | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sample Size (n) | | | | | | | | | | | | |
| | 5 | 6 | 7 | 8 | 9 | 10-11 | 12-14 | 15-17 | 18-22 | 23-29 | 30-42 | 43-66 | >66 |
| 1.05 | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.04 | | | 0 | 1 | 3 | 5 | 4 | 4 | 4 | 3 | 3 | 3 | 3 |
| 1.03 | | 0 | 2 | 4 | 6 | 8 | 7 | 7 | 6 | 5 | 5 | 4 | 4 |
| 1.02 | | 1 | 3 | 6 | 9 | 11 | 10 | 9 | 8 | 7 | 7 | 6 | 6 |
| 1.01 | 0 | 2 | 5 | 8 | 11 | 13 | 12 | 11 | 10 | 9 | 8 | 8 | 7 |
| 1.00 | 22 | 20 | 18 | 17 | 16 | 15 | 14 | 13 | 12 | 11 | 10 | 9 | 8 |
| 0.99 | 24 | 22 | 20 | 19 | 18 | 17 | 16 | 15 | 14 | 13 | 11 | 10 | 9 |
| 0.98 | 26 | 24 | 22 | 21 | 20 | 19 | 18 | 16 | 15 | 14 | 13 | 12 | 10 |
| 0.97 | 28 | 26 | 24 | 23 | 22 | 21 | 19 | 18 | 17 | 16 | 14 | 13 | 12 |
| 0.96 | 30 | 28 | 26 | 25 | 24 | 22 | 21 | 19 | 18 | 17 | 16 | 14 | 13 |
| 0.95 | 32 | 29 | 28 | 26 | 25 | 24 | 22 | 21 | 20 | 18 | 17 | 16 | 14 |
| 0.94 | 33 | 31 | 29 | 28 | 27 | 25 | 24 | 22 | 21 | 20 | 18 | 17 | 15 |
| 0.93 | 35 | 33 | 31 | 29 | 28 | 27 | 25 | 24 | 22 | 21 | 20 | 18 | 16 |
| 0.92 | 37 | 34 | 32 | 31 | 30 | 28 | 27 | 25 | 24 | 22 | 21 | 19 | 18 |
| 0.91 | 38 | 36 | 34 | 32 | 31 | 30 | 28 | 26 | 25 | 24 | 22 | 21 | 19 |
| 0.90 | 39 | 37 | 35 | 34 | 33 | 31 | 29 | 28 | 26 | 25 | 23 | 22 | 20 |
| 0.89 | 41 | 38 | 37 | 35 | 34 | 32 | 31 | 29 | 28 | 26 | 25 | 23 | 21 |
| 0.88 | 42 | 40 | 38 | 36 | 35 | 34 | 32 | 30 | 29 | 27 | 26 | 24 | 22 |
| 0.87 | 43 | 41 | 39 | 38 | 37 | 35 | 33 | 32 | 30 | 29 | 27 | 25 | 23 |
| 0.86 | 45 | 42 | 41 | 39 | 38 | 36 | 34 | 33 | 31 | 30 | 28 | 26 | 24 |
| 0.85 | 46 | 44 | 42 | 40 | 39 | 38 | 36 | 34 | 33 | 31 | 29 | 28 | 25 |
| 0.84 | 47 | 45 | 43 | 42 | 40 | 39 | 37 | 35 | 34 | 32 | 30 | 29 | 27 |
| 0.83 | 49 | 46 | 44 | 43 | 42 | 40 | 38 | 36 | 35 | 33 | 31 | 30 | 28 |
| 0.82 | 50 | 47 | 46 | 44 | 43 | 41 | 39 | 38 | 36 | 34 | 33 | 31 | 29 |
| 0.81 | 51 | 49 | 47 | 45 | 44 | 42 | 41 | 39 | 37 | 36 | 34 | 32 | 30 |
| 0.80 | 52 | 50 | 48 | 46 | 45 | 44 | 42 | 40 | 38 | 37 | 35 | 33 | 31 |
| 0.79 | 54 | 51 | 49 | 48 | 46 | 45 | 43 | 41 | 39 | 38 | 36 | 34 | 32 |
| 0.78 | 55 | 52 | 50 | 49 | 48 | 46 | 44 | 42 | 41 | 39 | 37 | 35 | 33 |
| 0.77 | 56 | 54 | 52 | 50 | 49 | 47 | 45 | 43 | 42 | 40 | 38 | 36 | 34 |
| 0.76 | 57 | 55 | 53 | 51 | 50 | 48 | 46 | 44 | 43 | 41 | 39 | 37 | 35 |
| 0.75 | 58 | 56 | 54 | 52 | 51 | 49 | 47 | 46 | 44 | 42 | 40 | 38 | 36 |
| | 60 | 57 | 55 | 53 | 52 | 51 | 48 | 47 | 45 | 43 | 41 | 40 | 37 |
| | 61 | 58 | 56 | 55 | 53 | 52 | 50 | 48 | 46 | 44 | 43 | 41 | 38 |
| Reject | 62 | 59 | 57 | 56 | 54 | 53 | 51 | 49 | 47 | 45 | 44 | 42 | 39 |
| | 63 | 61 | 58 | 57 | 55 | 54 | 52 | 50 | 48 | 47 | 45 | 43 | 40 |
| | 64 | 62 | 60 | 58 | 57 | 55 | 53 | 51 | 49 | 48 | 46 | 44 | 41 |
| Reject Values Greater Than Those Shown Above | | | | | | | | | | | | | |

Notes:

1. To obtain a quality factor when the estimated percent outside specification limits from table, "Upper Quality Index $Q_U$ or Lower Quality Index $Q_L$," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors, $QF_C$, for a lot using:

$$QF_C = \sum_{i=1}^{5} w_i \, QF_{QC_i}$$

where:

$QF_C$ = the composite quality factor for the lot rounded to 2 decimal places.

$QF_{QCi}$ = the quality factor for the individual quality characteristic.

w = the weighting factor listed in the table HMA Acceptance – QC / QA.
*i* = the quality characteristic index number in the table HMA Acceptance – QC / QA.

## 39-4.04 ENGINEER'S QUALITY ASSURANCE

### 39-4.04A General

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

### 39-4.04B Verification Sampling And Testing

#### General

The Engineer samples:

1. Aggregate to verify gradation
2. HMA to verify asphalt binder content

#### Verification

For aggregate gradation and asphalt binder content, the ratio of verification testing frequency to the minimum quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. The Engineer uses production start-up evaluation tests to represent the first sublot. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st sublot becomes the 1st sublot (n = 1) in the next lot.

The t-value for a group of test data is computed as follows:

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

where:

$n_c$ = Number of quality control tests (2 minimum, 20 maximum).
$n_v$ = Number of verification tests (minimum of 1 required).
$\overline{X}_c$ = Mean of quality control tests.
$\overline{X}_v$ = Mean of verification tests.
$S_p$ = Pooled standard deviation (When $n_v = 1$, $S_p = S_c$).
$S_c$ = Standard deviation of quality control tests.
$S_v$ = Standard deviation of verification tests (when $n_v > 1$).

The comparison of quality control test results and the verification test results is at a level of significance of $\alpha = 0.025$. The Engineer computes t and compares it to the critical t-value, $t_{crit}$, from:

**Critical T-Value**

| Degrees of freedom ($n_c$+$n_v$-2) | $t_{crit}$ (for $\alpha$ = 0.025) | Degrees of freedom ($n_c$+$n_v$-2) | $t_{crit}$ (for $\alpha$ = 0.025) |
|---|---|---|---|
| 1 | 24.452 | 18 | 2.445 |
| 2 | 6.205 | 19 | 2.433 |
| 3 | 4.177 | 20 | 2.423 |
| 4 | 3.495 | 21 | 2.414 |
| 5 | 3.163 | 22 | 2.405 |
| 6 | 2.969 | 23 | 2.398 |
| 7 | 2.841 | 24 | 2.391 |
| 8 | 2.752 | 25 | 2.385 |
| 9 | 2.685 | 26 | 2.379 |
| 10 | 2.634 | 27 | 2.373 |
| 11 | 2.593 | 28 | 2.368 |
| 12 | 2.560 | 29 | 2.364 |
| 13 | 2.533 | 30 | 2.360 |
| 14 | 2.510 | 40 | 2.329 |
| 15 | 2.490 | 60 | 2.299 |
| 16 | 2.473 | 120 | 2.270 |
| 17 | 2.458 | $\infty$ | 2.241 |

If the t-value computed is less than or equal to $t_{crit}$, quality control test results are verified.

If the t-value computed is greater than $t_{crit}$ and both $\overline{X}_v$ and $\overline{X}_c$ comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1. $\left|\overline{X}_v - \overline{X}_c\right| \leq 1.0$ percent for any grading
2. $\left|\overline{X}_v - \overline{X}_c\right| \leq 0.1$ percent for asphalt binder content

If the t-value computed is greater than $t_{crit}$ and the $\left|\overline{X}_v - \overline{X}_c\right|$ for grading and asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

## 39-4.05 ENGINEER'S ACCEPTANCE

### 39-4.05A Testing

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance – QC / QA**

| Index (i) | Quality Characteristic | | | | Weight-ing Factor (w) | Test Method | HMA Type | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | A | B | RHMA-G |
| | | Aggregate gradation [a] | | | | | | | |
| | Sieve | 3/4" | 1/2" | 3/8" | | | | | |
| 1 | 1/2" | X [b] | -- | -- | 0.05 | CT 202 | JMF ± Tolerance [c] | | |
| 1 | 3/8" | -- | X | -- | 0.05 | | | | |
| 1 | No. 4 | -- | -- | X | 0.05 | | | | |
| 2 | No. 8 | X | X | X | 0.10 | | | | |
| 3 | No. 200 | X | X | X | 0.15 | | | | |
| 4 | Asphalt binder content (%) | | | | 0.30 | CT 379 or 382 | JMF ± 0.45 | JMF ± 0.45 | JMF ± 0.5 |
| 5 | Percent of maximum theoretical density (%) [d, e] | | | | 0.40 | CT 375 | 92 – 96 | 92 – 96 | 91 – 96 |
| | Sand equivalent (min.) [f] | | | | | CT 217 | 47 | 42 | 47 |
| | Stabilometer value (min.) [f,, g]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | | | | | CT 366 | <br>30<br>37 | <br>30<br>35 | <br>--<br>23 |
| | Air voids content (%) [f, h] | | | | | CT 367 | 4 ± 2 | 4 ± 2 | Specifica-tion ± 2 |
| | Percent of crushed particles coarse aggregate (% min.)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (% min)<br>(Passing No. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | | | | | CT 205 | <br>90<br>70<br><br><br><br>70 | <br>25<br>--<br><br><br><br>20 | <br>--<br>90<br><br><br><br>70 |
| | HMA moisture content (%, max.) | | | | | CT 226 or CT 370 | 1.0 | 1.0 | 1.0 |
| | Los Angeles Rattler (% max.)<br>Loss at 100 rev.<br>Loss at 500 rev. | | | | | CT 211 | <br>12<br>45 | <br>--<br>50 | <br>12<br>45 |
| | Fine aggregate angularity (% min.) | | | | | AASHTO T 304, Method A | 45 | 45 | 45 |
| | Flat and elongated particle (% max. by weight @ 5:1) | | | | | ASTM D 4791 | Report only | Report only | Report only |
| | Voids in mineral aggregate (% min.) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | | | | | LP-2 | <br>17.0<br>15.0<br>14.0<br>13.0 | <br>17.0<br>15.0<br>14.0<br>13.0 | (Note j)<br>--<br>--<br>18.0 - 23.0<br>18.0 - 23.0 |
| | Voids filled with asphalt (%) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | | | | | LP-3 | <br>76.0 - 80.0<br>73.0 - 76.0<br>65.0 - 75.0<br>65.0 - 75.0 | <br>76.0 - 80.0<br>73.0 - 76.0<br>65.0 - 75.0<br>65.0 - 75.0 | Report only |
| | Dust proportion [i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | | | | | LP-4 | <br>0.9 - 2.0<br>0.6 - 1.3 | <br>0.9 – 2.0<br>0.6 – 1.3 | Report only |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Smoothness | | Section 39-1.12 | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ |
| | Asphalt binder | | Various | Section 92 | Section 92 | Section 92 |
| | Asphalt rubber binder | | Various | -- | -- | Section 92-1.02(C) and Section 39-1.02D |
| | Asphalt modifier | | Various | -- | -- | Section 39-1.02D |
| | Crumb rubber modifier | | Various | -- | -- | Section 39-1.02D |

Notes:

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

[b] "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

[c] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

[d] The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

[e] The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

[f] The Engineer reports the average of 3 tests from a single split sample.

[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

[h] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

[j] Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 density cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, $Q_{FC}$, or an individual quality factor, $QF_{QCi}$ for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, $QF_{QCi}$ for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, $QF_{QCi}$, is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor, $QF_{QCi}$, is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.

3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-4.05B Statistical Evaluation, Determination Of Quality Factors And Acceptance

#### Statistical Evaluation and Determination of Quality Factors

To determine the individual quality factor, $QF_{QCi,}$ for any quality factor i = 1 through 5 or a lot's composite quality factor, $QF_C$, for acceptance and payment adjustment, the Engineer uses the evaluation specifications under Section 39-4.03F, "Statistical Evaluation," and:

1. Verified quality control test results for aggregate gradation
2. Verified quality control test results for asphalt binder content
3. The Engineer's test results for percent of maximum theoretical density

#### Lot Acceptance Based on Quality Factors

The Engineer accepts a lot based on the quality factors determined for aggregate gradation and asphalt binder content, $QF_{QCi}$ for i = 1 through 4, using the total number of verified quality control test result values and the total percent defective ($P_U + P_L$).

The Engineer accepts a lot based on the quality factor determined for maximum theoretical density, $QF_{QC5}$, using the total number of test result values from density cores and the total percent defective ($P_U + P_L$).

The Engineer calculates the quality factor for the lot, $QF_C$, which is a composite of weighted individual quality factors, $QF_{QCi}$, determined for each quality characteristic in the HMA Acceptance – QC / QA table in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor, $QF_C$, is 0.90 or greater
2. Each individual quality factor, $QF_{QCi}$ for i = 3, 4, and 5, is 0.90 or greater
3. Each individual quality factor, $QF_{QCi}$ for i = 1 and 2, is 0.75 or greater

No single quality characteristic test may represent more than the smaller of 750 tons or 1 day's production.

#### Payment Adjustment

If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^{n} HMACP * wi * \left[QFQCi * (HMATT - WHMATTi) + WHMATTi\right] - (HMACP * HMATT)$$

where:

| | |
|---|---|
| PA = | Payment adjustment rounded to 2 decimal places. |
| *HMACP* = | HMA contract price. |
| *HMATT* = | HMA total tons represented in the lot. |
| $WHMATT_i$ = | Total tons of waived quality characteristic HMA. |
| $QF_{QCi}$ = | Running quality factor for the individual quality characteristic. $QF_{QCi}$ for i = 1 through 4 must be from verified Contractor's QC results. $QF_{QC5}$ must be determined from the Engineer's results on density cores taken for percent of maximum theoretical density determination. |
| *w* = | Weighting factor listed in the HMA acceptance table. |
| *i* = | Quality characteristic index number in the HMA acceptance table. |

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st sublot becomes the 1st sublot (n = 1) in the next lot. When the 21st sequential sublot becomes the 1st sublot, the previous 20 sequential sublots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 sublots, these sublots must be added to the previous lot for quality factor determination using 21 to 27 sublots.

### 39-4.05C Dispute Resolution

For a lot, if you or the Engineer dispute any quality factor, $QF_{QCi}$, or verification test result, every sublot in that lot must be retested.

Referee tests must be performed under the specifications for acceptance testing.

Any quality factor, $QF_{QCi}$, must be determined using the referee tests.

For any quality factor, $QF_{QCi}$, for i = 1 through 5, dispute resolution:

1. If the difference between the quality factors for $QF_{QCi}$ using the referee test result and the disputed test result is less than or equal to 0.01, the original test result is correct.
2. If the difference between the quality factor for $QF_{QCi}$ using the referee test result and the disputed test result is more than 0.01, the quality factor determined from the referee tests supersedes the previously determined quality factor.

## 39-5 MEASUREMENT AND PAYMENT

### 39-5.01 MEASUREMENT

The contract item for HMA is measured by weight. The weight of each HMA mixture designated in the Engineer's Estimate must be the combined mixture weight.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under Section 92, "Asphalts," or Section 94, "Asphaltic Emulsions," as the case may be.

If recorded batch weights are printed automatically, the contract item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

The contract item for placing HMA dike is measured by the linear foot along the completed length. The contract item for placing HMA in miscellaneous areas is measured as the in-place compacted area in square yards. In addition to the quantities measured on a linear foot or square yard basis, the HMA for dike and miscellaneous areas are measured by weight.

The contract item for geosynthetic pavement interlayer is measured by the square yard for the actual pavement area covered.

### 39-5.02 PAYMENT

The contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per ton for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA dike at the contract price per linear foot for place HMA dike and by the ton for HMA. The contract prices paid per linear foot for place hot mix asphalt dike as designated in the Engineer's Estimate include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA dike, complete in place, including excavation, backfill, and preparation of the area to receive the dike, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA specified to be a miscellaneous area at the contract price per square yard for place hot mix asphalt (miscellaneous area) and per ton for hot mix asphalt. The contract price paid per square yard for place hot mix asphalt (miscellaneous area) includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA (miscellaneous area) complete in place, including excavation, backfill, and preparation of the area to receive HMA (miscellaneous area), as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If the Quality Control / Quality Assurance construction process is specified, HMA placed in dikes and miscellaneous areas is paid for at the contract price per ton for hot mix asphalt under Section 39-4, "Quality Control / Quality Assurance." Section 39-4.05B, "Statistical Evaluation, Determination of Quality Factors and Acceptance," does not apply to HMA placed in dikes and miscellaneous areas.

If there are no contract items for place hot mix asphalt dike and place hot mix asphalt (miscellaneous area) and the work is specified, full compensation for constructing HMA dikes and HMA (miscellaneous areas) including excavation, backfill, and preparation of the area to receive HMA dike or HMA (miscellaneous area) is included in the contract price paid per ton for the hot mix asphalt designated in the Engineer's Estimate and no separate payment will be made therefor.

The contract price paid per square yard for geosynthetic pavement interlayer includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geosynthetic pavement interlayer, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per ton for paving asphalt (binder, geosynthetic pavement interlayer) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paving asphalt (binder, geosynthetic pavement interlayer), complete in place, including spreading sand to cover exposed binder material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for small quantities of HMA placed on geosynthetic pavement interlayer to prevent displacement during construction is included in the contract price paid per ton for the HMA being paved over the interlayer and no separate payment will be made therefor.

The contract price paid per ton for tack coat includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.

If the Engineer fails to comply with a specification within a specified time, and if, in the opinion of the Engineer, work completion is delayed because of the failure, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP's testing costs. If, in the Engineer's opinion, work completion is delayed because of incorrect Engineer test results, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

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## SECTION 40 PORTLAND CEMENT CONCRETE PAVEMENT
**(Issued 06-05-09)**

**Replace Section 40 with:**
## SECTION 40 CONCRETE PAVEMENT

# 40-1 GENERAL

## 40-1.01 SUMMARY

Section 40 includes specifications for constructing concrete pavement on a prepared subgrade.

## 40-1.02 SUBMITTALS

### 40-1.02A Certificates of Compliance

Submit Certificates of Compliance under Section 6-1.07, "Certificates of Compliance." Include a test result report for any specified test with certification that test was performed within 12 months before the tested material's use.

Submit Certificates of Compliance for:

1. Tie bars
2. Threaded tie bar splice couplers
3. Dowel bars
4. Tie bar baskets
5. Dowel bar baskets
6. Chemical adhesive (drill and bond)
7. Silicone joint sealant
8. Asphalt rubber joint sealant
9. Preformed compression seal
10. Backer rods. Include the manufacturer's statement of compatibility with the sealant to be used.
11. Joint filler material
12. Curing compound. For each delivery to the job site, submit a copy of the Certificate of Compliance to the Engineer and the Transportation Laboratory. Each Certificate of Compliance must not represent more than 10,000 gallons and must include a test result report for:

    12.1. Moisture loss at 24 hours under California Test 534
    12.2. Reflectance under ASTM E 1347
    12.3. Viscosity under ASTM D 2196
    12.4. Nonvolatile content under ASTM D 3723
    12.5. Pigment content under ASTM D 3723

13. Epoxy powder coating

### 40-1.02B Curing Compound Samples

Submit split curing compound samples to the Transportation Laboratory.

### 40-1.02C Drilled Corings

Submit each core taken for Engineer's acceptance in a plastic bag. Mark each core with a location description.

### 40-1.02D Independent Third Party Air Content Testing Laboratory

Before testing, submit for the Engineer's approval the name of a laboratory that will test drilled core specimens for air content in cases of dispute.

### 40-1.02E Dowel Bars

Before placing dowel bars, submit a procedure for identifying transverse contraction joint locations relative to the dowel bars' longitudinal center and a procedure for consolidating concrete around the dowel bars.

### 40-1.02F Concrete Field Qualification

Submit field qualification data and test reports including:

1. Mixing date
2. Mixing equipment and procedures used
3. Batch volume in cubic yards
4. Type and source of ingredients used
5. Penetration of the concrete
6. Air content of the plastic concrete

7. Age and strength at time of concrete beam testing

Field qualification test reports must be certified with a signature by an official in responsible charge of the laboratory performing the tests.

**40-1.02G Frequency Measuring Device (Tachometer)**

Submit calibration documentation and operational guidelines for frequency measuring devices for concrete consolidation vibrators.

**40-1.02H Manufacturer's Recommendations and Instructions**

If used and at least 15 days before delivery to the job site, submit manufacturer's recommendations and instructions for storage and installation of:

1. Threaded tie bar splice couplers
2. Chemical adhesive (drill and bond)
3. Silicone liquid sealant
4. Asphalt rubber liquid sealant
5. Preformed compression seals
6. Joint filler material

**40-1.02I Mix Proportions**

At least 15 days before starting testing for mix proportions under California Test 559, submit a copy of the AASHTO accreditation for your laboratory determining the mix proportions. At least 30 days before starting field qualification, submit under California Test 559 the proposed concrete mix proportions, the corresponding mix identifications, and laboratory test reports including the modulus of rupture for each trial mixture at 10, 21, 28, and 42 days.

**40-1.02J Preformed Compression Seal**

Submit the manufacturer's data sheet used to develop the recommended preformed compression seal based on the joint dimensions.

**40-1.02K Concrete Pavement Early Age Crack Mitigation System**

At least 24 hours before each paving shift, submit:

1. Early age stress and strength predictions
2. Scheduled sawing and curing activities
3. Contingency plan if volunteer cracking occurs

At least 24 hours before paving, meet with the Engineer to review the submittals for the early age crack mitigation system.

During paving, update the system with current weather data obtained from a portable weather station. Before paving concrete pavement with these updates, submit new stress and strength predictions and curing and sawing activity schedules.

**40-1.02L Profilograms**

Submit profilograms within 5 business days of initial profiling and within 2 business days of profiling corrected sections.

Submit 1 electronic copy of profile information in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

Submit the original of final profilograms before the Engineer accepts the contract.

Submitted profilograms become the Department's property.

**40-1.02M Protecting Concrete Pavement During Cold Weather**

Submit a plan for protecting concrete pavement when the average ambient daily temperature is below 40 °F and daytime ambient temperature is less than 50 °F during the initial 72 hours after paving.

### 40-1.02N Quality Control Charts

Submit updated quality control charts each paving day.

### 40-1.02O Quality Control Plan

At least 30 days before the start of field qualification, submit a concrete pavement quality control plan (QCP).

## 40-1.03 QUALITY CONTROL AND ASSURANCE

### 40-1.03A Contractor Quality Control Plan

Establish, implement, and maintain a QCP for concrete pavement. The QCP must describe the organization and procedures you use to:

1. Control the production process
2. Determine if changes to the production process are needed
3. Implement changes

The QCP must address the elements affecting concrete pavement quality including:

1. Mix proportions
2. Aggregate gradation
3. Materials quality
4. Stockpile management
5. Line and grade control
6. Proportioning
7. Mixing and transportation
8. Placing and consolidation
9. Contraction and construction joints
10. Dowel bar placement, alignment, and anchorage
11. Tie bar placement
12. Modulus of rupture
13. Finishing and curing
14. Surface smoothness
15. Joint sealant and compression seal installation

The QCP must include details of corrective action to be taken if any process is out of control. As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For fine and coarse aggregates, the moisture content of either aggregate changes by more than 0.5 percentage point from any reading
3. For individual penetration or air content measurements:

    3.1. One point falls outside the suspension limit line
    3.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes except fine and coarse aggregate moisture content or the Engineer rejects subsequent material.

### 40-1.03B Quality Control Testing

Select random locations and perform sampling and testing in compliance with:

**Quality Control Testing**

| Test | Frequency | Test Method |
|---|---|---|
| Cleanness value | 2 per day | CT 227 |
| Sand equivalent | 2 per day | CT 217 |
| Aggregate gradation | 2 per day | CT 202 |
| Air content (freeze thaw) [a] | 1 per hour | CT 504 |
| Air content (non-freeze thaw) | 1 per 4 hours | CT 504 |
| Density | 1 per 4 hours | CT 518 |
| Penetration | 1 per 4 hours | CT 533 |
| Calibration of moisture meter [b, c] | 1 per day | CT 223 or CT 226 |

Notes:
[a] If air entrainment is specified, make at least 1 air content measurement per hour. If air entrainment is not specified, make at least 1 air content measurement per 4 hours.
[b] Make at least 1 measurement of moisture content per week to check the calibration of an electronically actuated moisture meter.
[c] Random location sampling and testing is not applicable.

If air entrainment is specified, the testing laboratory and tester must be qualified under the Department's Independent Assurance Manual. The manual is available from the Transportation Laboratory.

**40-1.03C Control Charts**

Maintain control charts to identify potential problems and assignable causes. Post a copy of each control chart at a location determined by the Engineer.

Individual measurement control charts must use the target values in the mix proportions as indicators of central tendency. Develop linear control charts for:

1. Cleanness value
2. Sand equivalent
3. Fine and coarse aggregate gradation
4. Air content
5. Penetration

Control charts must include:

1. Contract number
2. Mix proportions
3. Test number
4. Each test parameter
5. Action and suspension limits
6. Specification limits
7. Quality control test results

For fine and coarse aggregate gradation control charts, record the running average of the previous 4 consecutive gradation tests for each sieve and superimpose the specification limits.

For penetration and air content control charts, record the individual measurements and superimpose the following action and suspension limits:

**Penetration and Air Content Action and Suspension Limits**

| Control Parameter | Individual Measurements | |
|---|---|---|
| | Action Limit | Suspension Limit |
| Penetration, CT 533 | 1 inch | 1-1/2 inch |
| Air content, CT 504 | ±1.0 percent | ±1.5 percent |

**40-1.03D Contractor's Laboratory**

Use a laboratory that complies with ASTM C 1077 to determine the mix proportions for concrete pavement. The laboratory must have a current AASHTO accreditation for:

1. AASHTO T 97 or ASTM C 78
2. ASTM C 192/C 192M

**40-1.03E Joint Sealant and Compression Seal Installation Training**

Before installing joint sealant or compression seals, arrange for a representative from the joint sealant or compression seal manufacturer to provide training on the cleaning and preparation of the joint and installing the sealant or seal. Until your personnel and the Department's personnel have been trained, do not install joint sealant or compression seals.

**40-1.03F Frequency Measuring Device (Tachometer)**

Before each day's concrete pavement placement and at intervals not to exceed 4 hours of production, test and record vibration frequency and amplitude for concrete consolidation vibrators.

**40-1.03G Early Age Concrete Pavement Crack Mitigation System**

Develop and implement a system for predicting concrete pavement stresses and strength during the initial 72 hours after paving. The system must include:

1. Subscribing to a weather service to obtain forecasts for wind speed, ambient temperatures, humidity, and cloud cover
2. Portable weather station with anemometer, temperature and humidity sensors, located at the paving site
3. Early age concrete pavement stress and strength prediction computer program
4. Analyzing, monitoring, updating, and reporting the system's predictions

**40-1.03H Curing Compound**

Sample curing compound from shipping containers at the manufacturer's source of supply. Split the samples.

**40-1.03I Concrete Pavement Smoothness**

Within 10 days after paving, measure the Profile Index ($PI_0$) of the concrete pavement surface using a zero (null) blanking band under California Test 526.

For the following concrete pavement areas, the Engineer does not require a profilograph and you must test and correct high points determined by a 12-foot straightedge placed parallel with and perpendicular to the centerline:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including concrete pavement within the superelevation transitions of those curves.
2. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
3. Where steep grades and superelevation rates greater than 6 percent are present on:

    3.1. Ramps
    3.2. Connectors

4. Turn lanes and areas around manholes or drainage transitions
5. Acceleration and deceleration lanes for at-grade intersections
6. Shoulders and miscellaneous gore areas

Use a California Profilograph or equivalent to determine the concrete pavement profile. If the profilograph uses a mechanical recorder, use an electronic scanner to reduce the profilogram.

The profilograph operator must be qualified under the Department's Independent Assurance Manual. The manual is available from the Transportation Laboratory.

**40-1.03J Profilograph Test Procedure**

Notify the Engineer at least 2 business days before performing profilograph testing. Each day before performing profilograph testing, notify the Engineer of the start location. Perform profilograph testing in the Engineer's presence.

Before starting profilograph testing, remove foreign objects from the concrete pavement surface.

Before starting profilograph testing, calibrate the profilograph in the Engineer's presence. If the Engineer chooses not to be present during profilograph testing, you may perform the testing with the Engineer's written approval. Note the Engineer's absence on the profilogram.

Determine $PI_0$ values for the final concrete pavement surface of each 0.1-mile section of a traffic lane. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane. Each section's $PI_0$ is the average of the $PI_0$ values

for the measurements within that traffic lane. A section that is less than 0.01 mile and is the result of an interruption to continuous concrete pavement surface must comply with the $PI_0$ specifications for a full section. Adjust the $PI_0$ for a partial section to reflect a full section.

Use stationing to locate vertical deviations greater than 0.3 inches. The profilogram stationing must be the same as the project stationing. Note 0.1-mile segments on the profilogram.

Label the profilogram with:

1. Contract number
2. County and route number
3. Stationing
4. Operator's name
5. Test date
6. Test number
7. Traffic direction
8. Traffic lane (numbered from left to right in direction of travel)
9. Test wheel path (left or right in direction of travel)
10. Test direction
11. Paving direction

**40-1.03K Smoothness Corrective Action**

Correct concrete pavement not complying with the Engineer's acceptance specifications for smoothness by grinding under Section 42-2, "Grinding."

Do not grind before:

1. Ten days after concrete pavement placement
2. The concrete has developed a modulus of rupture of at least 550 psi

Grind the entire lane width. When completed, the lane width must be uniform in texture and appearance. Square the corrected area's start and end normal to the paved surface's centerline.

Retest sections where corrections were made.

**40-1.03L Engineer's Acceptance**

**General**

The Engineer accepts concrete pavement based on the Department's testing for the following concrete pavement quality characteristics. A single test represents no more than the quantity specified:

**Concrete Pavement Acceptance**

| Quality Characteristic | Quantity | Test |
|---|---|---|
| 28-day modulus of rupture | 1,000 cubic yards | CT 523 |
| Thickness | 1,200 square yards for primary area measurements | CT 531 |
| Dowel bar placement | 700 square yards | Measurement |
| Tie bar placement | 4,000 square yards | Measurement |
| Coefficient of friction | One day's paving | CT 342 |
| Air content (freeze-thaw) [a] | One day's paving | CT 504 |

Note:
[a] Air content tests must be performed under California Test 504 if air entrainment is specified.

At the Department's option, the Engineer also accepts concrete pavement based on your or the Department's testing for smoothness. A single test represents no more than 0.1 mile.

The Engineer considers other concrete pavement quality characteristics in determining final acceptance. The Engineer's acceptance of modulus of rupture, thickness, dowel bar and tie bar placement, coefficient of friction, smoothness, and air content does not constitute final concrete pavement acceptance.

### Modulus of Rupture

The Engineer accepts concrete pavement for modulus of rupture on a lot basis. The minimum modulus of rupture for each lot is 570 psi at 28 days.

For each lot of concrete for concrete pavement:

1. Quantity must not exceed 1,000 cubic yards.
2. Department determines the modulus of rupture of test beams aged 10 days and 28 days.
3. Department calculates the modulus of rupture by averaging the individual test results of 2 beams aged for 28 days.
4. Difference in the individual test results of beams aged 28 days must not exceed 12 percent when tested by Method 1, or 16 percent when tested by Method 2. The Engineer calculates the difference relative to the average of the 2 test results.

The Department provides molds and machines for modulus of rupture acceptance testing. Provide material and labor the Engineer may require.

### Concrete Pavement Smoothness

If the Department tests for smoothness, the tests are performed under Section 40-1.03I, "Concrete Pavement Smoothness."

The Engineer accepts concrete pavement for smoothness in compliance with the following:

1. For tangents and horizontal curves having a centerline radius of curvature 2,000 feet or more, the $PI_0$ must be at most 3 inches per 0.1-mile section.
2. For horizontal curves having a centerline radius of curvature from 1,000 to 2,000 feet including concrete pavement within the superelevation transitions of those curves, the $PI_0$ must be at most 6 inches per 0.1-mile section.
3. If using a profilograph to measure smoothness, the surface must not have individual high points greater than 0.3 inch.
4. If using a straightedge to measure smoothness, the surface must be within 0.02 foot of the straightedge's lower edge.

Profile index specifications apply to existing pavement within 50 feet of the transverse joint separating new concrete pavement and the existing pavement.

If the Department's profilograph test results do not match yours, the Engineer may order you to recalibrate your profilograph equipment and perform a retest. If your test results are inaccurate due to operator error, the Engineer may disqualify your profilograph operator. If the Engineer determines your test results are inaccurate, the Engineer does not make adjustments to payment or contract time for recalibrating, retesting, and delays.

### Concrete Pavement Thickness

The Engineer accepts concrete pavement for thickness based on coring in the primary area, which is the area placed in 1 day for each thickness. Concrete pavement thickness must not be deficient by more than 0.05 foot.

After corrective grinding has been completed, core concrete pavement in the primary area under Section 40-3.16, "Obtaining Drilled Cores," at locations determined by the Engineer and in the Engineer's presence. The core specimen diameter must be 4 inches. To identify the limits of concrete pavement deficient in thickness by more than 0.05 foot, you may divide primary areas into secondary areas. Specifications that may affect concrete pavement thickness such as allowable tolerances for subgrade construction do not change the thickness specified for concrete pavement.

In each primary area, the Engineer measures concrete pavement thickness every 1,200 square yards and any remaining area. The Engineer measures cores under California Test 531 to the nearest 0.01 foot. Core at least 1 foot from existing, contiguous, and parallel concrete pavement not constructed as part of this contract.

You may request the Engineer make additional thickness measurements and use them to determine the average thickness variation. The Engineer determines the locations with random sampling methods.

If each thickness measurement in a primary area is less than 0.05 foot deficient, the Engineer calculates the average thickness deficiency in that primary area. The Engineer uses 0.02 foot for a thickness difference more than 0.02 foot over the specified thickness.

For each thickness measurement in a primary area deficient by more than 0.05 foot, the Engineer determines a secondary area where the thickness deficiency is more than 0.05 foot. The Engineer determines this secondary area by measuring the thickness of each concrete pavement slab adjacent to the measurement found to be more than 0.05 foot deficient. The Engineer continues to measure the thickness until an area that is bound by slabs with thickness deficient by 0.05 foot or less is determined.

Slabs without bar reinforcement are defined as the areas bound by longitudinal and transverse joints and concrete pavement edges. Slabs with bar reinforcement are defined as the areas bound by longitudinal joints and concrete pavement edges and 15-foot lengths. Secondary area thickness measurements in a slab determine that entire slab's thickness.

The Engineer measures the remaining primary area thickness after removing the secondary areas from consideration for determining the average thickness deficiency.

The Engineer determines the slabs to remove and replace.

**Required Use of Air-Entraining Admixtures**

If air-entraining admixtures are specified, the Engineer may choose to accept concrete pavement for air content based on your air content quality control tests. The Engineer decides to use your air content quality control tests based on a *t*-test that determines the difference in the means of your test and the Engineer's verification tests. The Engineer calculates the t-value of the test data as follows:

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

where:

$n_c$ = Number of your quality control tests (minimum of 2 required)
$n_v$ = Number of verification tests (minimum of 1 required)
$\overline{X}_c$ = Mean of your quality control tests
$\overline{X}_v$ = Mean of the verification tests
$S_p$ = Pooled standard deviation
(When $n_v = 1$, $S_p = S_c$)
$S_c$ = Standard deviation of your quality control tests
$S_v$ = Standard deviation of the verification tests (when $n_v > 1$)

The Engineer compares your quality control test results with the Department's verification test results at a level of significance of $\alpha = 0.01$. The Engineer compares the *t*-value to $t_{crit}$, determined from:

**$t_{crit}$**

| degrees of freedom ($n_c+n_v-2$) | $t_{crit}$ (for $\alpha = 0.01$) |
|---|---|
| 1 | 63.657 |
| 2 | 9.925 |
| 3 | 5.841 |
| 4 | 4.604 |
| 5 | 4.032 |
| 6 | 3.707 |
| 7 | 3.499 |
| 8 | 3.355 |
| 9 | 3.250 |
| 10 | 3.169 |

If the *t*-value calculated is less than or equal to $t_{crit}$, your quality control test results are verified. If the *t*-value calculated is greater than $t_{crit}$, quality control test results are not verified.

If your quality control test results are not verified, core at least 3 specimens from concrete pavement under Section 40-3.16, "Obtaining Drilled Cores." The Engineer selects the core locations. Your approved third party independent testing laboratory must test these specimens for air content under ASTM C 457. The Engineer compares these test results with your quality control test results using the *t*-test method. If your quality control test results are verified based on this comparison, the Engineer uses the quality control test results for acceptance of concrete pavement for air content. If your quality control

test results are not verified based on this comparison, the Engineer uses the air content of core specimens determined under ASTM C 457 for acceptance.

**Dowel Bar and Tie Bar Placement**

The Engineer uses core specimens to evaluate and accept concrete pavement for:

1. Dowel bar placement
2. Tie bar placement
3. Concrete consolidation

Obtain cores under Section 40-3.16, "Obtaining Drilled Cores." The Engineer determines the core locations. Each core must have a nominal diameter of 4 inches. Core each day's paving within 2 business days in compliance with:

1. One test for every 700 square yards of doweled concrete pavement or remaining fraction of that area. Each dowel bar test consists of 2 cores, 1 on each dowel bar end to expose both ends and allow measurement.
2. One test for every 4,000 square yards of concrete pavement with tie bars or remaining fraction of that area

If the tests indicate dowel or tie bars are not placed within the specified tolerances or if there are air voids around the dowel or tie bars, core additional specimens to determine the limits of unacceptable work.

The Engineer determines the slabs to remove and replace.

If the Engineer approves your request, slabs may remain in place with an adjustment in payment for:

1. Dowel bars with centers from ±2 inches to ±3 inches from the saw cut of a transverse contraction joint or with deficient concrete consolidation around the dowel bars
2. Tie bars placed outside their specified placement and position or with deficient concrete consolidation around the tie bars

**Bar Reinforcing Steel**

The Engineer accepts concrete pavement for bar reinforcing steel based on inspection before concrete placement.

**Curing Compound**

The Engineer accepts curing compound based on test results submitted with the Certificate of Compliance for moisture loss, reflectance, viscosity, nonvolatile content, and pigment content. Curing compound sampled from shipping containers from the manufacturer's supply source or from the job site must match these test results within the specified tolerances listed in the precision and bias statements for the test methods.

## 40-2 MATERIALS

### 40-2.01 CONCRETE

#### 40-2.01A General

Concrete must comply with Section 90, "Portland Cement Concrete."

#### 40-2.01B Aggregate

The specifications for reduction in Operating Range and Contract Compliance for cleanness value and sand equivalent specified under Section 90-2.02A, "Coarse Aggregate," and Section 90-2.02B, "Fine Aggregate," do not apply to concrete pavement.

Combined aggregate gradings must comply with Section 90-3, "Aggregate Gradings," and the difference between the percent passing the 3/8-inch sieve and the percent passing the No. 8 sieve must not be less than 16 percent of the total aggregate.

#### 40-2.01C Cementitious Material

Concrete for concrete pavement must contain from 505 pounds to 675 pounds cementitious material per cubic yard. The specifications for reducing cementitious material content in Section 90-4.05, "Optional Use of Chemical Admixtures," do not apply to concrete pavement.

### 40-2.01D Mix Proportions

Your laboratory determining mix proportions must determine the minimum cementitious materials content or the maximum water to cementitious materials ratio under California Test 559 and:

1. You must make trial mixtures no more than 24 months before field qualification.
2. Modulus of rupture used to determine the minimum cementitious materials content or maximum water to cementitious materials ratio must be 570 psi at 28 days age and 650 psi at 42 days age.
3. Your laboratory must determine an increase in the cementitious materials content or a decrease in the water to cementitious materials ratio from the trial mixtures to ensure concrete pavement complies with the specifications.

If changing an aggregate supply source or the mix proportions, produce a trial batch and field-qualify the new concrete. The Engineer does not adjust contract time for performing sampling, testing, and qualifying new mix proportions or changing an aggregate supply source.

### 40-2.01E Field Qualification

Proposed mix proportions must be field qualified before you place concrete pavement. Use an American Concrete Institute (ACI) certified "Concrete Laboratory Technician, Grade I" to perform field qualification tests and calculations.

The Engineer accepts field qualification if five beams made and tested under California Test 523 comply with the following:

1. At a minimum, beams are tested at 10, 21, and 28 days of age
2. At your choice of age not later than 28 days, no single beam's modulus of rupture is less than 550 psi and the average modulus of rupture is at least 570 psi

## 40-2.02 TIE BARS

Unless specified as smooth, tie bars must be deformed.

Deformed tie bars must be:

1. Deformed steel reinforcing bars under any of the following:

    1.1. ASTM A 615/A 615M, Grade 40 or 60
    1.2. ASTM A 996/A 996M
    1.3. ASTM A 706/A 706M

2. Epoxy-coated under Section 52-1.02B, "Epoxy-coated Reinforcement," and the following:

    2.1. Epoxy-coated tie bars must comply with either ASTM A 775/ A 775M or ASTM A 934/ A 934 M.
    2.2. Epoxy coating under ASTM A 934/ A 934M must be purple or gray.

Smooth tie bars must be:

1. Plain, round, and smooth steel under ASTM A 615/A 615M, Grade 40 or 60
2. Epoxy-coated under Section 52-1.02B, "Epoxy-coated Reinforcement," and the following:

    2.1. Epoxy-coated smooth tie bars must comply with ASTM A 884/A 884M, Class A, Type 1 or Type 2.
    2.2. Epoxy coating under ASTM A 884/A 884 M, Class A, Type 2 must be purple or gray.
    2.3. Bend test does not apply.

Fabricate, sample, and handle epoxy-coated smooth and deformed tie bars at the job site under ASTM D 3963/D 3963M and Section 52-1.02B, "Epoxy-coated Reinforcement."

Do not bend epoxy-coated tie bars.

## 40-2.03 DOWEL BARS

### 40-2.03A General

Dowel bars must be:

1. Plain, round, and smooth steel under ASTM A 615/A 615M, Grade 40 or 60
2. Epoxy-coated under Section 52-1.02B, "Epoxy-coated Reinforcement," and the following:

    2.1 Epoxy-coated dowel bars must comply with ASTM A 884/A 884M, Class A, Type 1 or Type 2.
    2.2. Epoxy coating under ASTM A 884/ A 884M, Class A, Type 2 must be purple or gray.
    2.3. Specifications for bend test do not apply.

Fabricate, sample, and handle epoxy-coated dowel bars at the job site under ASTM D 3963/D 3963M and Section 52-1.02B, "Epoxy-coated Reinforcement," except each sample must be 18 inches long. Sample each load delivered to the job site.

**40-2.03B Dowel Bar Lubricant**

Dowel bar lubricant must be petroleum paraffin-based or curing compound. Paraffin-based lubricant must be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal and must be factory-applied. Curing compound must be curing compound (3) under Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

## 40-2.04 CURING COMPOUND

Curing compound must be curing compound (1) or (2) with white pigment under Section 90-7.01B, "Curing Compound Method."

Reflectance must be at least 60 percent when tested under ASTM E 1347.

## 40-2.05 CHEMICAL ADHESIVE (DRILL AND BOND)

Chemical adhesive for drilling and bonding dowels and tie bars must be prequalified. A list of prequalified chemical adhesives is available on the Department's Materials Engineering and Testing Services website. The prequalified list indicates the appropriate chemical adhesive system for the concrete temperature and installation conditions.

Each chemical adhesive system must clearly and permanently show the manufacturer's name, model number of the system, manufacturing date, lot number, shelf life or expiration date, and current International Conference of Building Officials (ICBO) Evaluation Report number. Each chemical adhesive carton must include the manufacturer's recommended installation procedures and warning or precautions required by State or Federal laws and regulations.

## 40-2.06 DOWEL AND TIE BAR BASKETS

Dowel and tie bar baskets must be:

1. Minimum W10 wire size number under ASTM A 82/A 82M
2. Either U-frame or A-frame shape
3. Welded under Section 7.4 of ASTM A 185/A 185M

You may epoxy-coat dowel and tie bar baskets under Section 52-1.02B, "Epoxy-coated Reinforcement," and the following:

1. Epoxy-coated dowel and tie bar baskets must comply with ASTM A 884/A 884M, Class A, Type 1 or Type 2.
2. Epoxy-coating under ASTM A 884/ A 884M, Class A, Type 2 must be purple or gray.

Handle epoxy-coated dowel and tie-bar baskets at the manufacturing plant and job site under ASTM D 3963/D 3963M and Section 52-1.02B, "Epoxy-coated Reinforcement."

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or asphalt concrete must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2 1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied either by electroplating or galvanizing.

## 40-2.07 BACKER RODS

Backer rods must be Type 1 under ASTM D 5249. Backer rod diameter must be at least 25 percent greater than the sawcut joint width. Backer rod material must be expanded, crosslinked, closed-cell polyethylene foam. No bond or adverse reaction may occur between the backer rod and sealant.

### 40-2.08 JOINT FILLER MATERIAL

Joint filler for isolation joints must be preformed expansion joint filler for concrete (bituminous type) under ASTM D 994.

### 40-2.09 HYDRAULIC CEMENT GROUT (NON-SHRINK)

Hydraulic cement grout (non-shrink) must comply with ASTM C 1107/ C 1107M. Use clean, uniform, rounded aggregate filler to extend the grout. Aggregate filler must not exceed 60 percent of the grout mass or the maximum recommended by the manufacturer, whichever is less. Aggregate filler moisture content must not exceed 0.5 percent. Aggregate filler must comply with:

**Aggregate Filler Grading**

| Sieve Size | Percentage Passing |
|---|---|
| 1/2-inch | 100 |
| 3/8-inch | 85 - 100 |
| No. 4 | 10 - 30 |
| No. 8 | 0 - 10 |
| No. 16 | 0 - 5 |

### 40-2.10 BAR REINFORCEMENT

Bar reinforcement must comply with Section 52, "Reinforcement."

### 40-2.11 JOINT SEALANT

#### 40-2.11A General

Do not use hot-pour sealant that will melt the backer rod.

#### 40-2.11B Silicone Joint Sealant

Silicone joint sealant must be low modulus furnished in a one-part silicone formulation. Do not use acid cure sealant. Silicone joint sealant must be compatible with the surface it is applied to and comply with:

**Silicone Joint Sealant**

| Property | Test Method | Specification |
|---|---|---|
| Tensile stress, 150% elongation, 7-day cure at 77 °F ± 2 °F and 45% to 55% R.H. [e] | ASTM D 412 (Die C) | 45 psi max. |
| Flow at 77 °F ± °F | ASTM C 639 [a] | Must not flow from channel |
| Extrusion Rate at 77 °F ± 2 °F | ASTM C 603 [b] | 3 to 9 oz/min. |
| Specific Gravity | ASTM D 792 Method A | 1.01 to 1.51 |
| Durometer Hardness, at 0 °F, Shore A, cured 7 days at 77 °F ±2 °F | ASTM C 661 | 10 to 25 |
| Ozone and Ultraviolet Resistance, after 5,000 hours | ASTM C 793 | No chalking, cracking or bond loss |
| Tack-free at 77 °F ±2 °F and 45% to 55% R.H.[e] | ASTM C 679 | Less than 75 minutes |
| Elongation, 7 day cure at 77 °F ±2 °F and 45% to 55% R.H. [e] | ASTM D 412 (Die C) | 500 percent min. |
| Set to Touch, at 77 °F ±2 °F and 45% to 55% R.H. [e] | ASTM D 1640 | Less than 75 minutes |
| Shelf Life, from date of shipment | — | 6 months min. |
| Bond, to concrete mortar-concrete briquettes, air cured 7 days at 77 °F ±2 °F | AASHTO T 132 [c] | 50 psi min. |
| Movement Capability and Adhesion, 100% extension at 0 °F after, air cured 7 days at 77 °F ±2 °F , and followed by 7 days in water at 77 °F ±2 °F | ASTM C 719[d] | No adhesive or cohesive failure after 5 cycles |

Notes:
[a] ASTM C 639 Modified (15 percent slope channel A).
[b] ASTM C 603, through 0.12-inch opening at 50 psi.
[c] Mold briquettes under AASHTO T 132, saw in half and bond with a 0.60-inch maximum thickness of sealant and test under AASHTO T 132. Briquettes must be dried to constant mass at 212 °F ±10 °F.
[d] Prepare 12" x 1" x 3" concrete blocks under ASTM C 719. Use a sawed face for bond surface. Seal 2 inches of block leaving 0.50 inch on each end of specimen unsealed. The depth of sealant must be 0.40 inch and the width 0.50 inch.
[e] R.H. equals relative humidity.

After application, silicone joint sealant must not flow on grades up to 15 percent.

### 40-2.11C Asphalt Rubber Joint Sealant

Asphalt rubber joint sealant must:

1. Be a mixture of paving asphalt and ground rubber containing not less than 22 percent ground rubber by weight. One hundred percent of ground rubber must pass a No. 8 sieve. Ground rubber must be vulcanized or a combination of vulcanized and devulcanized materials.
2. Comply with ASTM D 6690, Type II except:

    2.1. The cone penetration requirement must not exceed 120 at 77 F, 5 ounces, 5 seconds.
    2.2. The resilience requirement must be a minimum 50 percent recovery when tested at 77 F.

3. Have a Ring and Ball softening point of 135 °F minimum when tested under AASHTO T 53.
4. Be capable of being melted and applied to cracks and joints at temperatures below 400 °F.
5. Not be applied when the concrete pavement surface temperature is below 50 °F.

### 40-2.11D Preformed Compression Joint Seals

Preformed compression joint seals must comply with ASTM D 2628. Lubricant adhesive used with the seals must comply with ASTM D 2835. Preformed compression joint seals must have 5 or 6 cells, except seals for Type A2 and Type B joints may have 4 cells. Install preformed compression joint seals in compliance with the manufacturer's recommendations. Show evidence that the seals are compressed from 40 to 50 percent for the joint width and depth.

### 40-2.12 WATER

Water for core drilling must be from a local domestic water supply. Water must not contain:

1. More than 1,000 parts per million of chlorides as CL
2. More than 1,300 parts per million of sulfates as $S0_4$
3. Impurities in a quantity to cause concrete discoloration or surface etching

## 40-3 CONSTRUCTION

### 40-3.01 WATER SUPPLY

Before placing concrete pavement, develop enough water supply for the work.

### 40-3.02 SUBGRADE PREPARATION

Immediately before placing concrete, the subgrade to receive concrete pavement must be:

1. In compliance with the specified compaction and elevation tolerances
2. Free of loose and extraneous material
3. Uniformly moist, but free of standing or flowing water
4. Excavated for thickened parts of concrete pavement end anchors with no disturbed compaction outside the end anchor dimensions

If cement treated permeable base is specified, cover the base surface with asphaltic emulsion before placing concrete pavement. Apply the asphaltic emulsion uniformly at a rate of 0.1 gallons per square yard. Asphaltic emulsion must comply with anionic slow-setting type, SS1h grade in Section 94, "Asphaltic Emulsions." Repair damaged asphaltic emulsion before placing concrete pavement.

### 40-3.03 PROPORTIONING

Proportion aggregate and bulk cementitious materials under Section 90-5, "Proportioning."

### 40-3.04 PLACING CONCRETE

#### 40-3.04A General

Place concrete pavement with stationary side forms or slip-form paving equipment.

Place consecutive concrete loads within 30 minutes of each other. Construct a transverse construction joint when concrete placement is interrupted by more than 30 minutes. The transverse construction joint must coincide with the next contraction joint location, or you must remove fresh concrete pavement to the preceding transverse joint location.

Place concrete pavement in full slab widths separated by construction joints or monolithically in multiples of full lane widths with a longitudinal contraction joint at each traffic lane line.

Do not retemper concrete.

If the concrete pavement surface width is constructed as specified, you may construct concrete pavement sides on a batter not flatter than 6:1 (vertical:horizontal).

#### 40-3.04B Concrete Pavement Widening

If concrete pavement is placed adjacent to existing pavement not constructed as part of the contract, grind the existing concrete pavement lane or shoulder adjacent to the new concrete pavement. Perform the grinding before new concrete pavement is placed. The new concrete pavement must match the elevation of the existing concrete pavement after grinding. Grind existing concrete pavement under Section 42-2, "Grinding," except profile index must comply with the pavement smoothness specifications in Section 40-1.03, "Quality Control and Assurance."

Use paving equipment with padded crawler tracks or rubber-tired wheels on the existing concrete pavement with enough offset to avoid breaking or cracking the existing concrete pavement's edge.

#### 40-3.04C Concrete Pavement Transition Panel

For concrete pavement placed in a transition panel, texture the surface with a drag strip of burlap, a broom, or a spring steel tine device that produces scoring in the finished surface. The scoring must be either parallel with or transverse to the centerline. For the method you choose, texture at the time that produces the coarsest texture.

### 40-3.04D Stationary Side Form Construction

Stationary side forms must be straight and without defects including warps, bends, and indentations. Side forms must be metal except at end closures and transverse construction joints where other materials may be used.

You may build up side forms by attaching a section to the top or bottom. If attached to the top of metal forms, the attached section must be metal.

The side form's base width must be at least 80 percent of the specified concrete pavement thickness.

Side forms including interlocking connections with adjoining forms must be rigid enough to prevent springing from subgrading and paving equipment and concrete pressure.

Construct subgrade to final grade before placing side forms. Side forms must bear fully on the foundation throughout their length and base width. Place side forms to the specified grade and alignment of the finished concrete pavement's edge. Support side forms during concrete placing, compacting, and finishing.

After subgrade work is complete and immediately before placing concrete, true side forms and set to line and grade for a distance that avoids delays due to form adjustment.

Clean and oil side forms before each use.

Side forms must remain in place for at least 1 day after placing concrete and until the concrete pavement edge no longer requires protection from the forms.

Spread, screed, shape, and consolidate concrete with 1 or more machines. The machine must uniformly distribute and consolidate the concrete. The machines must operate to place the concrete pavement to the specified cross section with minimal hand work.

Consolidate the concrete without segregation. If vibrators are used:

1. The vibration rate must be at least 3,500 cycles per minute for surface vibrators and 5,000 cycles per minute for internal vibrators
2. Amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element
3. Use a calibrated tachometer for measuring frequency of vibration
4. Vibrators must not rest on side forms or new concrete pavement
5. Power to vibrators must automatically cease when forward or backward motion of the paving machine is stopped

Use high-frequency internal vibrators within 15 minutes of depositing concrete on the subgrade to uniformly consolidate the concrete across the paving width including adjacent to forms. Do not use vibrators to shift the mass of concrete.

### 40-3.04E Slip-Form Construction

If slip-form construction is used, spread, screed, shape, and consolidate concrete to the specified cross section with slip-form machines and minimal hand work. Slip-form paving machines must be equipped with traveling side forms and must not segregate the concrete.

Do not deviate from the specified concrete pavement alignment by more than 0.1 foot.

Slip-form paving machines must use high frequency internal vibrators to consolidate concrete. You may mount vibrators with their axes parallel or normal to the concrete pavement alignment. If mounted with axes parallel to the concrete pavement alignment, space vibrators no more than 2.5 feet measured center to center. If mounted with axes normal to the concrete pavement alignment, space the vibrators with a maximum 0.5-foot lateral clearance between individual vibrators.

Each vibrator must have a vibration rate from 5,000 cycles per minute to 8,000 cycles per minute. The amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element. Use a calibrated tachometer to measure frequency of vibration.

## 40-3.05 TIE BAR PLACEMENT

Place tie bars:

1. Perpendicular to the longitudinal concrete pavement joint
2. Parallel with the concrete pavement surface at mid-slab depth
3. Not less than 1/2-inch below the saw cut depth of joints
4. With not less than 2 inches clearance from the concrete pavement's surface and bottom
5. With embedment length tolerance of ±2 inches
6. For smooth tie bars, with horizontal and vertical skew not more than 1/2 inch per foot of bar length

Install tie bars at longitudinal joints by 1 of the following methods:

1. Drill concrete and bond tie bars with chemical adhesive in compliance with the manufacturer's instructions. Clean and dry drilled holes before placing chemical adhesive and tie bars. After inserting tie bars into chemical adhesive, support the bars to prevent movement during curing. If the Engineer rejects a tie bar installation, cut the tie bar flush with the joint face and coat the exposed end of the tie bar with chemical adhesive under Section 40-2, "Materials." Offset new holes 3 inches horizontally from the rejected hole's center.
2. Insert tie bars into plastic slip-formed concrete before finishing. Inserted tie bars must have full contact between the bar and the concrete. If tie bars are inserted through the plastic concrete surface, eliminate evidence of the insertion by reworking the concrete over the tie bars.
3. Use threaded tie bar splice couplers fabricated from deformed bar reinforcement free of external welding or machining.
4. Use tie bar baskets. Anchor baskets at least 200 feet in advance of the concrete placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before the concrete is placed, cut and remove temporary spacer wires and demonstrate the tie bars do not move from their specified depth and alignment during concrete placement. Use fasteners to anchor tie bar baskets.

If tie bars are not placed correctly, stop paving activities until you demonstrate to the Engineer correction of the cause.

### 40-3.06 DOWEL BAR PLACEMENT

Center dowel bars within 2 inches in the longitudinal direction on transverse contraction joints or construction joints.

If using curing compound as lubricant, apply the curing compound to dowels in 2 separate applications. Lubricate each dowel bar entirely with bond breaker before placement. The last application must be applied not more than 8 hours before placing the dowel bars. Apply each curing compound application at a rate of 1 gallon per 150 square feet.

If dowel bars are placed by mechanical insertion, eliminate evidence of the insertion by reworking the concrete over the dowel bars. If drilling and bonding dowel bars at construction joints, use a grout retention ring.

If using dowel bar baskets, anchor them with fasteners.

Use at least 10 fasteners for basket sections greater than 12 feet and less than or equal to 16 feet. Baskets must be anchored at least 200 feet in advance of the concrete placement activity unless the Engineer approves your waiver request. If requesting a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before the concrete is placed, cut and remove temporary spacer wires and demonstrate the dowel bars do not move from their specified depth and alignment during concrete placement.

Place dowel bars in compliance with:

**Dowel Bar Tolerances**

| Dimension | Tolerance |
|---|---|
| Horizontal offset | ±1 inch |
| Longitudinal translation | ±2 inches |
| Horizontal skew | 3/8 inch, max |
| Vertical skew | 3/8 inch, max |
| Vertical depth | The minimum distance below the concrete pavement surface must be:<br><br>DB = d/3 + 1/2 inch<br><br>where:<br>DB = vertical distance in inches, measured from concrete pavement surface to any point along the top of dowel bar<br>d = concrete pavement thickness in inches<br><br>The maximum distance below the depth shown on the plans must be 0.05 foot. |

If dowel bars are not placed correctly, stop paving activities until you demonstrate to the Engineer correction of the cause.

Remove and replace the concrete pavement 3 feet on either side of a joint with a rejected dowel bar.

## 40-3.07 BAR REINFORCEMENT

Place bar reinforcement under Section 52, "Reinforcement." Bar reinforcement must be more than 1/2 inch below the saw cut depth at concrete pavement joints.

## 40-3.08 JOINTS

### 40-3.08A General

Concrete pavement joints consist of:

1. Longitudinal and transverse construction joints
2. Longitudinal and transverse contraction joints
3. Isolation joints

Construction joints must be normal to the concrete pavement surface.

Until contract acceptance and except for joint filler material, keep joints free of foreign material including soil, gravel, concrete, or asphalt mix.

Volunteer cracks are cracks not coincident with constructed joints.

Repair concrete pavement damaged during joint construction under Section 40-3.17B, "Repair of Spalls, Raveling, and Tearing."

Do not bend tie bars or reinforcement in existing concrete pavement joints.

### 40-3.08B Construction Joints

Construction joints form where fresh concrete is placed against hardened concrete, existing pavements, or structures.

Before placing concrete at construction joints, apply a curing compound under Section 90-7.01B, "Curing Compound Method," to the vertical surface of existing or hardened concrete and allow it to dry.

Use a metal or wooden bulkhead to form transverse construction joints. If dowel bars are specified, the bulkhead must allow dowel bar installation.

### 40-3.08C Contraction Joints

In multilane monolithic concrete pavement, use the sawing method to construct longitudinal contraction joints. Construct transverse contraction joints by the sawing method.

Construct transverse contraction joints within 1 foot of their specified spacing. If a slab length of less than 5 feet would be formed, adjust the transverse contraction joint spacing.

Construct transverse contraction joints across the full concrete pavement width regardless of the number or types of longitudinal joints crossed. In areas of converging and diverging pavements, space transverse contraction joints so their alignment is continuous across the full width where converging and diverging pavements are contiguous. Longitudinal contraction joints must be parallel with the concrete pavement centerline. Transverse and longitudinal contraction joints must not deviate by more than 0.1 foot from either side of a 12-foot straight line, except for longitudinal joints parallel to a curving centerline.

### 40-3.08D Isolation Joints

Construct isolation joints by saw cutting a minimum 1/8-inch width to full concrete pavement depth at the existing concrete pavement's edge and removing the concrete to expose a flat vertical surface. Before placing concrete, secure joint filler material that prevents new concrete from adhering to the existing concrete face.

Dispose of concrete saw cutting residue under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

### 40-3.08E Sawing Method

The sawing method is cutting a groove in the concrete pavement with a power driven concrete saw. Grooves for longitudinal and transverse contraction joints must be the minimum width possible for the type of saw used. If necessary, the top of the joint must be sawn wider to provide space for joint sealant. Immediately wash slurry from the joint with water under 100 psi maximum pressure.

Saw longitudinal and transverse contraction joints before volunteer cracking occurs and after the concrete is hard enough to saw without spalling, raveling, or tearing.

To keep foreign material out of grooves before joint sealant or compression seal installation, you may use joint filler in sawed contraction joints. Joint filler must not react adversely with the concrete or cause concrete pavement damage. After sawing and washing a joint, install joint filler material that keeps moisture in the adjacent concrete during the 72 hours after paving. If you install joint filler material, the specifications for spraying the sawed joint with additional curing compound under Section 40-3.13, "Curing," do not apply. If using absorptive filler material, moisten the filler immediately before or after installation.

## 40-3.09 JOINT SEALANT AND COMPRESSION SEAL INSTALLATION

### 40-3.09A General

At least 7 days after concrete pavement placement and not more than 4 hours before installing joint sealant or compression seal materials, use dry sand blasting and other methods to clean the joint walls of objectionable material such as soil, asphalt, curing compound, paint, and rust. The maximum sand blasting nozzle diameter must be 1/4 inch. The minimum pressure must be 90 psi. Sand blast each side of the joint at least once, in at least 2 separate passes. Hold the nozzle at an angle to the joint from 1 to 2 inches from the concrete pavement. Using a vacuum, collect sand, dust, and loose material at least 2 inches on each side of the joint. Remove surface moisture and dampness at the joints with compressed air that may be moderately hot.

Before you install joint sealant or compression seal, the joint wall must be free of moisture, residue, or film.

If grinding or grooving over or adjacent to sealed joints, remove joint sealant or compression seal materials and dispose of them under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way." After grinding or grooving, replace the joint sealant or compression seal materials.

### 40-3.09B Liquid Sealant

Do not install liquid sealant in construction joints.

Install backer rods when the concrete pavement temperature is above the air dew point and when the air temperature is at least 40 °F.

Install liquid sealant immediately after installing the backer rod. Install sealant using a mechanical device with a nozzle shaped to introduce the sealant from inside the joint. Extrude sealant evenly and with continuous contact with the joint walls. Recess the sealant surface after placement. Remove excess sealant from the concrete pavement surface.

Do not allow traffic over sealed joints until the sealant is set.

### 40-3.09C Preformed Compression Seal

Do not install preformed compression seal in construction or isolation joints.

Install longitudinal seals before transverse seals. Longitudinal seals must be continuous except at intersections with transverse seals. Install transverse seals in 1 continuous piece for the entire transverse length of concrete pavement. With a sharp instrument, cut across the longitudinal seal at the intersection with transverse construction joints. If the longitudinal seal does not relax enough to properly install the transverse seal, trim the longitudinal seal to form a tight seal between the 2 joints.

Use a machine specifically designed for preformed compression seal installation. The machine must install the seal:

1. To the specified depth
2. To make continuous contact with the joint walls
3. Without cutting, nicking, or twisting the seal
4. With less than 4 percent stretch

Lay a length of preformed compression seal material cut to the exact length of the pavement joint to be sealed. The Engineer measures this length. After you install the length of preformed compression joint sealant, the Engineer measures the excess amount of material at the joint end. The Engineer divides the excess amount length by the original measured length to determine the percentage of stretch.

## 40-3.10 SHOULDER RUMBLE STRIP

If specified, construct shoulder rumble strips by rolling or grinding indentations in new concrete pavement.

Select the method and equipment for constructing ground-in indentations.

Do not construct shoulder rumble strips on structures or approach slabs.

Construct rumble strips within 2 inches of the specified alignment. Roller or grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Indentations must not vary from the specified dimensions by more than 1/16 inch in depth or more than 10 percent in length and width.

The Engineer orders grinding or removal and replacement of noncompliant rumble strips to bring them within specified tolerances. Ground surface areas must be neat and uniform in appearance.

The grinding equipment must be equipped with a vacuum attachment to remove residue.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

## 40-3.11 PRELIMINARY FINISHING

### 40-3.11A General

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's concrete pavement with a stamp. The stamp must be approved by the Engineer before paving starts. The stamp must be approximately 1' x 2' in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark 20 feet ± 5 feet from the transverse construction joint formed at each day's start of paving and 1 foot ± 0.25 foot from the concrete pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the concrete pavement's outside edge.

Do not apply more water to the concrete pavement surface than can evaporate before float finishing and texturing are completed.

Allow enough time to complete finishing activities during daylight. Work may continue after daylight if the Engineer approves lighting you provide.

### 40-3.11B Stationary Side Form Finishing

If stationary side form construction is used, give the concrete a preliminary finish by the machine float method or the hand method.

If using the machine float method:

1. Use self-propelled machine floats.
2. Determine the number of machine floats required to perform the work at a rate equal to the concrete delivery rate. When the time from concrete placement to machine float finishing exceeds 30 minutes, stop concrete delivery . When machine floats are in proper position, you may resume concrete delivery and paving.
3. Machine floats must run on side forms or adjacent concrete pavement lanes. If running on adjacent concrete pavement, protect the adjacent concrete pavement surface under Section 40-3.15, "Protecting Concrete Pavement."
4. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the under side to a true flat surface.

If using the hand method, finish concrete smooth and true to grade with manually operated floats or powered finishing machines.

### 40-3.11C Slip-Form Finishing

If slip-form construction is used, the slip-form paver must give the concrete pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the concrete hardens, correct concrete pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

## 40-3.12 FINAL FINISHING

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing concrete pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch wide. The machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause ravels.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the concrete pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align

the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep and 3/16 inch wide after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves in compliance with the hand method under Section 40-3.11B, "Stationary Side Form Finishing." Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Initial and final texturing must produce a coefficient of friction of at least 0.30 when tested under California Test 342. Notify the Engineer when the concrete pavement is scheduled to be opened to traffic. Allow at least 25 days for the Department to test for coefficient of friction from the later of:

1. Seven days after concrete placement
2. When the concrete pavement has attained a modulus of rupture of 550 psi

Do not open the concrete pavement to traffic unless the coefficient of friction is at least 0.30.

Correct concrete pavement not complying with the Engineer's acceptance criteria for coefficient of friction by grooving or grinding under Section 42, "Groove and Grind Pavement."

Do not grind before:

1. Ten days after concrete pavement placement
2. Concrete has developed a modulus of rupture of at least 550 psi

Before opening to traffic, allow at least 25 days for the Department to retest sections for coefficient of friction after corrections are made.

### 40-3.13 CURING

Cure the concrete pavement's exposed area with waterproof membrane or curing compound (1) or (2) under Section 90-7.01, "Methods of Curing." When side forms are removed within 72 hours of the start of curing, also cure the concrete pavement edges.

If curing compound is used, apply it with mechanical sprayers. Reapply curing compound to sawcuts and disturbed areas.

### 40-3.14 EARLY USE OF CONCRETE PAVEMENT

If requesting early use of concrete pavement:

1. Furnish molds and machines for modulus of rupture testing
2. Sample concrete
3. Fabricate beam specimens
4. Test for modulus of rupture under California Test 523

When you request early use, concrete pavement must have a modulus of rupture of at least 350 psi. Protect concrete pavement under Section 40-3.15, "Protecting Concrete Pavement."

### 40-3.15 PROTECTING CONCRETE PAVEMENT

Protect concrete pavement under Section 90-8, "Protecting Concrete."

Maintain the concrete pavement temperature at not less than 40 °F for the initial 72 hours.

Protect the concrete pavement surface from activities that cause damage and reduce texture and coefficient of friction. Do not allow soil, gravel, petroleum products, concrete, or asphalt mixes on the concrete pavement surface.

Construct crossings for traffic convenience. If the Engineer approves your request, you may use Type III portland cement in the concrete for crossings. Do not open crossings until the Department determines by California Test 523 the concrete pavement's modulus of rupture is at least 550 psi.

Do not open concrete pavement to traffic or use equipment on the concrete pavement for 10 days after paving or before the concrete has attained a modulus of rupture of 550 psi except:

1. If the equipment is for sawing contraction joints
2. If the Engineer approves your request, one side of paving equipment's tracks may be on the concrete pavement after a modulus of rupture of 350 psi has been attained, provided:

    2.1. Unit pressure exerted on the concrete pavement by the paver does not exceed 20 psi

2.2. You change the paving equipment tracks to prevent damage or the paving equipment tracks travel on protective material such as planks
2.3. No part of the track is closer than 1 foot from the concrete pavement's edge

If concrete pavement damage including visible cracking occurs, stop operating paving equipment on the concrete pavement and repair the damage.

### 40-3.16 OBTAINING DRILLED CORES

Drill concrete pavement cores under ASTM C 42/ C 42M. Core drilling equipment must use diamond impregnated bits.

Clean, dry, and fill core holes with hydraulic cement grout (non-shrink) or pavement concrete. Coat the core hole walls with epoxy under the specifications for epoxy adhesive for bonding new concrete to old concrete in Section 95, "Epoxy." The backfill must match the adjacent concrete pavement surface elevation and texture.

Do not allow residue from core drilling to fall on traffic, flow across shoulders or lanes occupied by traffic, or flow into drainage facilities including gutters.

### 40-3.17 REPAIR, REMOVAL, AND REPLACEMENT

#### 40-3.17A General

Working cracks are full-depth cracks essentially parallel to a planned contraction joint beneath which a contraction crack has not formed. If the Engineer orders, take 4-inch nominal diameter cores on designated cracks under Section 40-3.16, "Obtaining Drilled Cores."

#### 40-3.17B Repair of Spalls, Raveling, and Tearing

Before concrete pavement is open to traffic, repair spalls, raveling, and tearing in sawed joints.Make repairs in compliance with the following:

1. Saw a rectangular area with a diamond-impregnated blade at least 2 inches deep.
2. Remove unsound and damaged concrete between the saw cut and the joint and to the saw cut's depth. Do not use a pneumatic hammer heavier than 15 pounds. Do not damage concrete pavement to remain in place.
3. Dispose of removed concrete pavement under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."
4. Clean the repair area's exposed surfaces with high pressure abrasive water blasting. Further clean and dry the exposed surfaces with compressed air free of moisture and oil.
5. Apply epoxy as specified for epoxy resin adhesive for bonding new concrete to old concrete under Section 95, "Epoxy." Apply the epoxy with a stiff bristle brush.
6. Apply a portland cement concrete or mortar patch immediately following the epoxy application. Install an insert to prevent bonding of the sides of planned joints.

Repair spalls if they are:

1. Deeper than 0.05 foot
2. Wider than 0.04 foot
3. Longer than 0.3 foot

#### 40-3.17C Route and Seal Working Cracks

Treat working cracks within 0.5 foot of either side of a planned contraction joint in compliance with the following:

1. Route and seal the crack with epoxy resin in compliance with the following:

   1.1. Use a powered rotary router mounted on wheels, with a vertical shaft and a routing spindle that casters as it moves along the crack
   1.2. Form a reservoir 3/4 inch deep by 3/8 inch wide in the crack
   1.3. Use equipment that does not cause raveling or spalling
   1.4. Place liquid sealant

2. Treat the contraction joint adjacent to the working crack in compliance with the following:

2.1. Use epoxy resin under ASTM C 881/C 881M, Type IV, Grade 2 for Type B joints and secondary saw cuts for Type A1 and Type A2 joints
2.2. Pressure inject epoxy resin under ASTM C 881/C881M, Type IV, Grade 1 for narrow saw cuts including initial saw cuts for Type A1 and Type A2 joints

If a working crack intersects a contraction joint, route and seal the working crack and seal the contraction joint as specified for installing liquid sealant under Section 40-3.09, "Joint Seal and Joint Sealant Installation."

**40-3.17D Removal and Replacement of Slabs**

As specified, remove and replace slabs or partial slabs for:

1. Insufficient thickness
2. Dowel bar misalignment
3. Working cracks more than 0.5 foot from a planned contraction joint

## 40-4 MEASUREMENT AND PAYMENT

### 40-4.01 MEASUREMENT

The contract item for concrete pavement as designated in the Verified Bid Item List is measured by the cubic yard. The Engineer calculates the pay quantity volume based on the plan dimensions. The Engineer does not measure concrete pavement placed outside those dimensions unless it was ordered by the Engineer.

The contract items for sealing joints as designated in the Verified Bid Item List are measured by the linear foot.

The contract item for shoulder rumble strips is measured by the station along each shoulder on which the rumble strips are constructed without deductions for gaps between indentations.

### 40-4.02 PAYMENT

The contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the concrete pavement, complete in place including bar reinforcement, tie bars, dowel bars, anchors, and fasteners, as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer adjusts payment for each primary area deficient in average thickness in compliance with the following:

**Pay Adjustments for Deficient Thickness**

| Average Thickness Deficiency (foot) | Deficiency Adjustment ($/yd$^2$) |
|---|---|
| 0.01 | 0.90 |
| 0.02 | 2.30 |
| 0.03 | 4.10 |
| 0.04 | 6.40 |
| 0.05 | 9.11 |

If the average thickness deficiency is less than 0.01 foot, the Engineer does not adjust payment for thickness deficiency. If the average thickness deficiency is more than 0.01 foot, the Engineer rounds to the nearest 0.01 foot and uses the adjustment table.

Full compensation for core drilling and backfilling the cores ordered by the Engineer for measuring concrete pavement thickness and determining full-depth cracks is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no additional compensation will be allowed therefor. The Department does not pay for additional concrete pavement thickness measurements requested by the Contractor.

The Department does not pay for the portion of concrete that penetrates treated permeable base.

Full compensation for the quality control plan is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for furnishing and applying asphaltic emulsion on cement treated permeable base is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for repairing joints is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for furnishing, calibrating, and operating profilograph equipment for Profile Index, for submitting profilograms, and for performing corrective work is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for grooving and grinding for final finishing is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for removing and replacing joint material for grooving and grinding is included in the contract price per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for removing and replacing slabs is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for drilling holes and bonding tie bars with chemical adhesive is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

Full compensation for repairing damage caused by operating paving equipment on new concrete pavement is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

The material and work necessary for the construction of crossings for public convenience, and their subsequent removal and disposal, will be paid for at the contract prices for the items of work involved and if there are no contract items for the work involved, payment for concrete pavement crossings will be made by extra work as specified in Section 4-1.03D, "Extra Work."

The Department will reduce payments to the Contractor by $56.12 per square yard for concrete pavement slabs allowed to remain in place represented by cores indicating dowel bars placed with their centers from ±2 inches to ±3 inches from the saw cut of a transverse contraction joint

The Engineer will calculate the reduced payment using the slab dimensions adjacent to and inclusive of the joints with misplaced dowel bars. This reduced payment is in addition to other specified payment reductions.

The Department will reduce payments to the Contractor by $59.56 per square yard for concrete pavement allowed to remain in place represented by cores indicating either of the following:

1. Tie bars placed outside their specified placement and position tolerances
2. Bar reinforcement placed outside their specified placement and position tolerances

The Engineer will calculate the reduced payment using the slab dimensions adjacent to and inclusive of the joints with misplaced tie bars. This reduced payment is in addition to other specified payment reductions.

Full compensation for core drilling for checking dowel or tie bar alignment and backfilling the cores is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

If the initial cores show that dowel bars or tie bars are out of tolerance for alignment and the Engineer orders additional dowel or tie bar coring, full compensation for drilling the additional cores is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

If the initial cores show that dowel bars or tie bars are within alignment tolerances and the Engineer orders more dowel or tie bar coring, the additional cores will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The Department will not pay for additional coring to check dowel or tie bar alignment you request.

Full compensation for performing profilograph tests, furnishing the profilograms and electronic files to the Engineer, and for performing corrective work is included in the contract price paid per cubic yard for the type of concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

The contract prices paid per linear foot for seal pavement joint, seal isolation joint, and seal longitudinal isolation joint include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing pavement joints and sealing isolation joints, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per station for shoulder rumble strip includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the rumble strip complete in place, as shown on the plans, as specified in these Standard Specifications and as directed by the Engineer.

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## SECTION 41 PAVEMENT SUBSEALING AND JACKING
**(Issued 01-05-07)**

**In Section 41-1.02 replace the 2nd and 3rd paragraphs with:**

Cement for grout shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

Fly ash shall conform to the requirements in AASHTO Designation: M 295 for either Class C or for Class F. The brand of fly ash used in the work shall conform to the provisions for approval of admixture brands in Section 90-4.03, "Admixture Approval."

**In Section 41-1.02 replace the 5th paragraph with:**

Chemical admixtures and calcium chloride may be used. Chemical admixtures in the grout mix shall conform to the provisions in Section 90-4, "Admixtures." Calcium chloride shall conform to ASTM Designation: D 98.

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## SECTION 42 GROOVE AND GRIND PAVEMENT
**(Issued 05-15-09)**

**In Section 42-2.02 replace the 3rd paragraph with:**

Existing portland cement concrete pavement not constructed as part of the project shall be ground as follows:

> Grinding shall be performed so that the pavement surface on both sides of all transverse joints and cracks has essentially the same depth of texture and does not vary from a true plane enough to permit a 0.006-foot thick shim 0.25-foot wide to pass under a 3-foot straightedge adjacent to either side of the joint or crack when the straightedge is laid on the pavement parallel to centerline with its midpoint at the joint or crack. After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.03, "Quality Control and Assurance."
>
> Abnormally depressed areas due to subsidence or other localized causes will be excluded from testing with the profilograph and 12-foot straightedge specified in Section 40-1.03. The accumulated total of the excluded areas shall not exceed 5 percent of the total area to be ground. Profilograph testing shall end 25 feet prior to excluded areas and shall resume 25 feet following the excluded areas.

**In Section 42-2.03 replace the 2nd paragraph with:**

Replacement concrete paving shall conform to the provisions in Section 40, "Concrete Pavement." Replacement pavement may be spread and shaped by any suitable powered finishing machines, supplemented by handwork as necessary. Consolidation of the concrete shall be by means of high-frequency internal vibrators within 15 minutes after the concrete is deposited on the subgrade. Vibrating shall be done with care and in such manner to assure adequate consolidation adjacent to forms and uniformly across the full paving width. Use of vibrators for extensive shifting of the mass of concrete will not be permitted. Methods of spreading, shaping and compacting that result in segregation, voids or rock pockets shall be discontinued, and the Contractor shall adopt methods which will produce dense homogeneous pavement conforming to the required cross section. Finishing may be performed by hand method, as specified in Section 40-3.11B, "Stationary Side Form Finishing."

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## SECTION 49 PILING
**(Issued 12-19-08)**

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

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

**In Section 49-1.03 in the 6th paragraph, replace the 1st sentence with:**

Indicator compression pile load testing shall conform to the requirements in ASTM Designation: D 1143-81.

**In Section 49-1.03 in the 7th paragraph, replace the 1st sentence with:**

Indicator tension pile load testing shall conform to the requirements in ASTM Designation: D 3689-90.

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

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

**In Section 49-1.04 replace the 6th paragraph with:**

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

**In Section 49-6.01 replace the 1st paragraph with:**

The length of timber, steel, and precast prestressed concrete piles, and of cast-in-place concrete piles consisting of driven shells filled with concrete, shall be measured along the longest side, from the tip elevation shown on the plans to the plane of pile cut-off.

**In Section 49-6.02 add:**

When pile tips are revised by the Engineer for timber, steel, and precast prestressed concrete piles, and for cast-in-place concrete piles consisting of driven shells filled with concrete, the additional length required, including all materials, equipment, and labor for furnishing, splicing, and installing the piling, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

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## SECTION 50 PRESTRESSING CONCRETE
**(Issued 06-05-09)**

**In Section 50-1.05 replace the 1st paragraph with:**

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 deformed (Type II) high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum weight requirement of ASTM Designation: A 722 will not apply.

**In Section 50-1.05 in the 3rd paragraph, delete item A.**

**In Section 50-1.07 replace the 2nd paragraph with:**

Ducts shall be fabricated with either welded or interlocked seams. Galvanizing of the welded seam will not be required. Ducts shall have sufficient strength to maintain their correct alignment during placing of concrete. Joints between sections of duct shall be positive metallic connections which do not result in angle changes at the joints. Waterproof tape shall be used

at the connections. Ducts shall be bent without crimping or flattening. Transition couplings connecting the ducts to anchoring devices shall be either ferrous metal or polyolefin. Ferrous metal transition couplings need not be galvanized.

**In Section 50-1.07 replace the 7th paragraph with:**

All ducts with a total length of 400 feet or more shall be vented. Vents shall be placed at intervals of not more than 400 feet and shall be located within 6 feet of every high point in the duct profile. Vents shall be 1/2 inch minimum diameter standard pipe or suitable plastic pipe. Connections to ducts shall be made with metallic or plastic structural fasteners. Plastic components, if selected, shall not react with the concrete or enhance corrosion of the prestressing steel and shall be free of water soluble chlorides. The vents shall be mortar tight, taped as necessary, and shall provide means for injection of grout through the vents and for sealing the vents. Ends of vents shall be removed one inch below the roadway surface after grouting has been completed.

**In Section 50-1.08 in the 11th paragraph, replace item B with:**

B. When the concrete is designated by class or cementitious material content, either the concrete compressive strength shall have reached the strength shown on the plans at the time of stressing or at least 28 days shall have elapsed since the last concrete to be prestressed has been placed, whichever occurs first.

**In Section 50-1.09 replace the 2nd and 3rd paragraphs with:**

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

**In Section 50-1.11 replace the 1st paragraph with:**

No separate payment will be made for pretensioning precast concrete members. Payment for pretensioning precast concrete members shall be considered as included in the contract price paid for furnish precast members as provided for in Section 51, "Concrete Structures."

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## SECTION 51 CONCRETE STRUCTURES
**(Issued 06-05-09)**

**In Section 51-1.05 in the 11th paragraph, replace the 1st sentence with:**

Form panels for exposed surfaces shall be furnished and placed in uniform widths of not less than 3 feet and in uniform lengths of not less than 6 feet, except at the end of continuously formed surfaces where the final panel length required is less than 6 feet.

**In Section 51-1.06C in the 11th paragraph, replace the 1st sentence with:**

Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 14 feet or less shall not be released until the last placed concrete has attained a compressive strength of 1,600 psi, provided that curing of the concrete is not interrupted.

**In Section 51-1.11 replace the 6th paragraph with:**

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

**In Section 51-1.12D replace the 4th paragraph with:**

Expanded polystyrene shall be a commercially available polystyrene board. Expanded polystyrene shall have a minimum flexural strength of 35 psi determined in conformance with the requirements in ASTM Designation: C 203 and a compressive yield strength of between 16 and 40 psi at 5 percent compression. Surfaces of expanded polystyrene against which concrete is placed shall be faced with hardboard. Hardboard shall be 1/8 inch minimum thickness, conforming to ANSI A135.4, any class. Other facing materials may be used provided they furnish equivalent protection. Boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.

**In Section 51-1.12F replace the 3rd paragraph with:**

Type A and AL joint seals shall consist of a groove in the concrete that is filled with field-mixed silicone sealant.

**In Section 51-1.12F in the 6th paragraph, replace the table with:**

| Movement Rating (MR) | Seal Type |
|---|---|
| MR ≤ 1 inch | Type A or Type B |
| 1 inch < MR ≤ 2 inches | Type B |
| 2 inches < MR ≤ 4 inches | Joint Seal Assembly (Strip Seal) |
| MR > 4 inches | Joint Seal Assembly (Modular Unit) or Seismic Joint |

**In Section 51-1.12F(3)(a) replace the 1st and 2nd paragraphs with:**

The sealant must consist of a 2-component silicone sealant that will withstand up to ±50 percent movement.
Silicone sealants must be tested under California Test 435 and must comply with the following:

| Specification | Requirement |
|---|---|
| Modulus at 150 percent elongation | 8-75 psi |
| Recovery | 21/32 inch max. |
| Notch Test | Notched or loss of bond 1/4 inch, max. |
| Water Resistance | Notched or loss of bond 1/4 inch, max. |
| Ultraviolet Exposure<br>ASTM Designation: G 154, Table X2.1,Cycle 2. | No more than slight checking or cracking. |
| Cone Penetration | 4.5-12.0 mm |

**In Section 51-1.12F(3)(a) delete the 3rd and 8th paragraphs.**

**In Section 51-1.12F(3)(a) replace the 10th paragraph with:**

A Certificate of Compliance accompanied by a certified test report must be furnished for each batch of silicone sealant in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

**In Section 51-1.12F(3)(b) replace the 2nd paragraph with:**

The preformed elastomeric joint seal must conform to the requirements in ASTM D 2628 and the following:

1. The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.
2. The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.

4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 60-foot length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.
9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 3 inches with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

**In Section 51-1.12F(3)(b) replace the 7th paragraph with:**

The joint seal must be installed full length for each joint with equipment that does not twist or distort the seal, elongate the seal longitudinally, or otherwise cause damage to the seal or to the concrete forming the groove.

**In Section 51-1.12F(3)(b) in the 11th paragraph, replace the 1st sentence with:**

Samples of the prefabricated joint seals, not less than 3 feet in length, will be taken by the Engineer from each lot of material.

**In Section 51-1.12H(1) in the 6th paragraph, replace the 4th and 5th sentences with:**

Each ply of fabric shall have a breaking strength of not less than 800 pounds per inch of width in each thread direction when 3" x 36" samples are tested on split drum grips. The bond between double plies shall have a minimum peel strength of 20 pounds per inch.

**In Section 51-1.12H(1) in the 8th paragraph in the table, replace the hardness (Type A) requirements with:**

| | | |
|---|---|---|
| Hardness (Type A) | D 2240 with 2kg mass. | 55 ±5 |

**In Section 51-1.12H(2) in the 1st paragraph in item A, replace the 1st and 2nd sentences with:**

The bearings shall consist of alternating steel laminates and internal elastomer laminates with top and bottom elastomer covers. Steel laminates shall have a nominal thickness of 0.075 inch (14 gage).

**In Section 51-1.135 replace the 1st paragraph with:**

Mortar shall be composed of cementitious material, sand, and water proportioned and mixed as specified in this Section 51-1.135.

**In Section 51-1.135 replace the 3rd paragraph with:**

The proportion of cementitious material to sand, measured by volume, shall be 1 to 2 unless otherwise specified.

**In Section 51-1.17 in 4th paragraph, replace the 3rd sentence with:**

The surfaces shall have a profile trace showing no high points in excess of 0.25 inch, and the portions of the surfaces within the traveled way shall have a profile count of 5 or less in any 100 foot section.

**Add:**

**51-1.17A Deck Crack Treatment**

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

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion

of concrete cure, before prestressing, and before the release of falsework. In any 500 square foot portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 50 feet of cracks whose width at any location exceeds 0.02 inch, the deck shall be treated with a high molecular weight methacrylate (HMWM) resin system. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 5 feet beyond the furthest single continuous crack outside the 500 square foot portion, measured from where that crack exceeds 0.02 inch in width, as determined by the Engineer.

Deck crack treatment shall include furnishing, testing, and applying the HMWM resin system, with sand and absorbent material. If grinding is required, deck crack treatment shall take place before grinding.

**51-1.17A(1) Submittals**

Submit a HMWM resin system placement plan. When HMWM resin is to be applied within 100 feet of a residence, business, or public space including sidewalks under a structure, also submit a public safety plan. Submit plans under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The review time is 15 days.

The HMWM resin system placement plan must include:

1. Schedule of work and testing for each bridge
2. Description of equipment for applying HMWM resin
3. Range of gel time and final cure time for HMWM resin
4. Absorbent material to be used
5. Description of equipment for applying and removing excess sand and absorbent material
6. Procedure for removing HMWM resin from the deck, including equipment
7. Storage and handling of HMWM resin components and absorbent material
8. Disposal of excess HMWM resin and containers

The public safety plan must include:

1. A public notification letter with a list of delivery and posting addresses. The letter must state HMWM resin work locations, dates, times, and what to expect. Deliver the letter to residences and businesses within 100 feet of HMWM resin work locations and to local fire and police officials at least 7 days before starting work. Post the letter at the job site.
2. An airborne emissions monitoring plan prepared and executed by a certified industrial hygienist (CIH) certified in comprehensive practice by the American Board of Industrial Hygiene. The plan must have at least 4 monitoring points including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during HMWM resin work and submit emissions monitoring results after completing the work.
3. An action plan for protection of the public when airborne emissions levels exceed permissible levels.
4. A copy of the CIH's certification.

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of HMWM 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.

**51-1.17A(2) Quality Control and Assurance**

Submit samples of HMWM resin components 15 days before use under Section 6-3, "Testing," of the Standard Specifications. Notify the Engineer 15 days before delivery of HMWM resin components in containers over 55 gallons to the job site.

Complete a test area before starting work. Results from airborne emissions monitoring of the test area must be submitted to the Engineer before starting production work.

The test area must:

1. Be approximately 500 square feet
2. Be placed within the project limits outside the traveled way at an approved location
3. Be constructed using the same equipment as the production work
4. Replicate field conditions for the production work
5. Demonstrate proposed means and methods meet the acceptance criteria
6. Demonstrate production work will be completed within the time allowed
7. Demonstrate suitability of the airborne emissions monitoring plan

The test area will be acceptable if:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. The coefficient of friction is at least 0.35 when tested under California Test 342

**51-1.17A(3) Materials**

HMWM resin system consists of a resin, promoter, and initiator. HMWM resin must be low odor and comply with the following:

**HMWM Resin**

| Property | Requirement | Test Method |
|---|---|---|
| Volatile Content* | 30 percent, maximum | ASTM D 2369 |
| Viscosity* | 25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F) | ASTM D 2196 |
| Specific Gravity* | 0.90 minimum, at 77°F | ASTM D 1475 |
| Flash Point* | 180°F, minimum | ASTM D 3278 |
| Vapor Pressure* | 1.0 mm Hg, maximum, at 77°F | ASTM D 323 |
| Tack-free Time | 400 minutes, maximum, at 25°C | Specimens 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 must be performed before adding initiator.

Sand for abrasive sand finish must:

1. Be commercial quality dry blast sand
2. Have at least 95 percent pass the No. 8 sieve and at least 95 percent retained on the No. 20 sieve when tested under California Test 205

Absorbent material must be diatomaceous earth, abrasive blast dust, or substitute recommended by the HMWM resin supplier and approved by the Engineer.

**51-1.17A(4) Construction**

HMWM resin system applied by machine must be:

1. Combined in volumetric streams of promoted resin to initiated resin by static in-line mixers
2. Applied without atomization

HMWM resin system may be applied manually. Limit the quantity of resin mixed for manual application to 5 gallons at a time.

Prepare the area to be treated by abrasive blasting. Curing compound, surface contaminants, and foreign material must be removed from the bridge deck surface. Sweep the deck surface clean after abrasive blasting and blow loose material from cracks using high-pressure air.

The deck surface must be dry when abrasive blast cleaning is performed. When abrasive blast cleaning within 10 feet of public traffic, remove dust and residue from abrasive blast cleaning using a vacuum attachment operating concurrently with blasting equipment . If the deck surface becomes contaminated before placing HMWM, abrasive blast clean the contaminated area and sweep the deck clean.

The deck must be dry before applying HMWM resin. The concrete surface must be at least 50 degrees F and at most 100 degrees F. Relative humidity must be expected to be at most 85 percent during the work shift.

Thoroughly mix all components of the HMWM resin system. Apply HMWM resin to the deck surface within 5 minutes of mixing at approximately 90 sq ft per gallon. The Engineer determines the exact application rate. The resin gel time must be between 40 and 90 minutes. HMWM resin that thickens during application is rejected.

Spread the HMWM resin system uniformly. Completely cover surfaces to be treated and fill all cracks. Redistribute excess resin using squeegees or brooms within 10 minutes of application. For textured or grooved deck surfaces, excess resin must be removed from the texture indentations.

Apply the abrasive sand finish of at least 2 pounds per square yard or until saturation as determined by the Engineer no sooner than 20 minutes after applying resin. Apply absorbent material before opening lane to traffic. Remove excess sand and absorbent material by vacuuming or power sweeping.

Traffic or equipment will be allowed on the overlay after the Engineer has determined:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond limits of treatment by traffic

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

When Class 2 surface finish (gun finish) is specified, ordinary surface finish shall first be completed. The concrete surfaces shall then be abrasive blasted to a rough texture and thoroughly washed down with water. While the washed surfaces are damp, but not wet, a finish coating of machine applied mortar, approximately 1/4 inch thick, shall be applied in not less than 2 passes. The coating shall be pneumatically applied and shall consist of either (1) sand, cementitious material, and water mechanically mixed prior to its introduction to the nozzle, or (2) premixed sand and cementitious material to which water is added prior to its expulsion from the nozzle. The use of admixtures shall be subject to the approval of the Engineer as provided in Section 90, "Portland Cement Concrete." Unless otherwise specified, supplementary cementitious materials will not be required. The proportion of cementitious material to sand shall be not less than one to 4, unless otherwise directed by the Engineer. Sand shall be of a grading suitable for the purpose intended. The machines shall be operated and the coating shall be applied in conformance with standard practice. The coating shall be firmly bonded to the concrete surfaces on which it is applied.

**In Section 51-1.18C replace the 5th paragraph with:**

When surfaces to be finished are in pedestrian undercrossings, the sand shall be silica sand and the cementitious material shall be standard white portland cement.

**In Section 51-1.23, add:**

Full compensation for deck crack treatment, including the public safety plan, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge, and no additional compensation will be allowed therefor.

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## SECTION 52 REINFORCEMENT
**(Issued 06-05-09)**

**In Section 52-1.02(B) between the 3rd and 4th paragraphs, add:**

The epoxy powder coating shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.02(B) replace the 14th paragraph with:**

Except for lap splices, splices for epoxy-coated reinforcement shall be coated with a corrosion protection covering that is selected from the Department's Pre-Qualified Products List. The covering shall be installed in accordance with the manufacturer's recommendations.

**In Section 52-1.07 in the 11th paragraph, replace the table with:**

| Height Zone (H) (Feet above ground) | Wind Pressure Value (psf) |
|---|---|
| H ≤ 30 | 20 |
| 30 < H ≤ 50 | 25 |
| 50 < H ≤ 100 | 30 |
| H > 100 | 35 |

**In Section 52-1.08B(1) replace the 1st paragraph with:**

Mechanical splices to be used in the work shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.08B(1) in the 2nd paragraph, replace the table with:**

| Reinforcing Bar Number | Total Slip |
|---|---|
| 4 | 0.020-inch |
| 5 | 0.020-inch |
| 6 | 0.020-inch |
| 7 | 0.028-inch |
| 8 | 0.028-inch |
| 9 | 0.028-inch |
| 10 | 0.036-inch |
| 11 | 0.036-inch |
| 14 | 0.048-inch |
| 18 | 0.060-inch |

**In Section 52-1.08B(1), in the 6th paragraph, delete item C.**

**In Section 52-1.08B(2) in the 6th paragraph, replace the subparagraph with:**

The minimum preheat and interpass temperatures shall be 400º F for Grade 40 bars and 600º F for Grade 60 bars. Immediately after completing the welding, at least 6 inches of the bar on each side of the splice shall be covered by an insulated wrapping to control the rate of cooling. The insulated wrapping shall remain in place until the bar has cooled below 200º F.

**Replace Section 52-1.08B(3) with:**

**52-1.08B(3) Resistance Butt Welds**

Shop produced resistance butt welds shall be produced by a fabricator who is selected from the Department's Pre-Qualified Products List.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished for each shipment of splice material. The Certificate of Compliance shall include heat number, lot number and mill certificates.

**In Section 52-1.08C replace the 3rd paragraph with:**

Testing on prequalification and production sample splices shall be performed at an approved independent 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.

The independent testing laboratory shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.08C replace the 5th paragraph with:**

Prequalification and production sample splices and testing shall conform to California Test 670 and these specifications.

**In Section 52-1.08C delete the 6th paragraph.**

**In Section 52-1.08C replace the 8th paragraph with:**

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

**In Section 52-1.08C in the 10th paragraph, delete the last sentence.**

**Replace Section 52-1.08C(1) with:**

**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 the following:

A. A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
B. Names of the operators who will be performing the splicing.
C. Descriptions of the positions, locations, equipment, and procedures that will be used in the work.
D. Certifications from the fabricator for prequalification 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 approved independent 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 Section 52-1.08C(2)(a) replace the 1st, 2nd, 3rd, 4th, and 5th paragraphs with:**

Production tests shall be performed by an approved independent testing 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 and 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 approved independent testing 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 in Section 52-1.08B(1), "Mechanical Splices." 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.

**Replace Section 52-1.08C(2)(b) with:**

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

In addition to the required production tests, the Contractor shall concurrently prepare 4 service quality assurance sample splices for:

A. The first production test performed.
B. One of every 5 subsequent production tests, or fraction thereof, randomly selected by the Engineer.

These service quality assurance sample splices shall be prepared in the same manner as specified herein for service production sample splices.

The service quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. Each set of 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), "Mechanical Splices," for mechanical splices, or in Section 52-1.08B(3), "Resistance Butt Welds," 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."

**Replace Section 52-1.08C(3) with:**

**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.

Each sample splice 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, 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 either: 1) in the reinforcing bar but outside of the affected zone, provided that the sample splice has visible necking or 2) anywhere, provided that the sample splice has achieved the strain requirement for necking.

When tested in conformance with the requirements in California Test 670, "Necking (Option I)," the visible necking shall be such that there is a visible decrease in the sample's cross-sectional area at the point of rupture.

When tested in conformance with the requirements in California Test 670, "Necking (Option II)," the strain requirement for necking shall be such that the largest measured strain is not less than 6 percent for No. 11 and larger bars, or not less than 9 percent for No. 10 and smaller bars.

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 weld and one inch adjacent to the weld will be considered part of the affected zone.

**In Section 52-1.08C(3)(a) replace the 1st paragraph with:**

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of testing 4 sample splices removed from each lot of completed splices.

**In Section 52-1.08C(3)(a) replace the 3rd paragraph with:**

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. These ultimate production sample splices shall be removed by the Contractor, and tested by an approved independent testing laboratory.

**In Section 52-1.08(C)(3)(a) replace the 5th, 6th, and 7th paragraphs with:**

A sample splice will be rejected if a tamper-proof marking or seal is disturbed before testing.

The 4 sample splices from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the approved independent testing laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sample 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 in Section 52-1.08B(1), "Mechanical Splices." 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.

**Replace Section 52-1.08C(3)(b) with:**

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

In addition to the required production tests, the Contractor shall concurrently prepare 4 ultimate quality assurance sample splices for:

A. The first production test performed.
B. One of every 5 subsequent production tests, or fraction thereof, randomly selected by the Engineer.

These ultimate quality assurance sample splices shall be prepared in the same manner as specified herein for ultimate production sample splices.

The ultimate quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. Each set of 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), "Mechanical Splices," for mechanical splices, or in Section 52-1.08B(3), "Resistance Butt Welds," for resistance butt welds, 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."

**Replace Section 52-1.08D with:**

A Production Test Report for all testing performed on each lot shall be prepared by the approved independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each test: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, length of test specimen, physical condition of test sample splice, any notable defects, total measured slip, and ultimate tensile strength of each splice. In addition, the report shall include location of visible necking area and largest measured strain for ultimate butt splices.

The QCM must review, approve, and forward each Production Test Report to the Engineer for review before the splices represented by the report are encased in concrete. The Engineer will have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

Quality assurance test results for each bundle of 4 samples of splices will be reported in writing to the Contractor within 3 working days after receipt of the bundle by the Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received. Should the Contractor elect to encase splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

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## SECTION 53 SHOTCRETE

**(Issued 11-02-07)**

**In Section 53-1.01 replace the 3rd paragraph with:**

The dry-mix process shall consist of delivering dry mixed aggregate and cementitious material pneumatically or mechanically to the nozzle body and adding water and mixing the materials in the nozzle body. The wet-mix process shall consist of delivering mixed aggregate, cement, and water pneumatically to the nozzle and adding any admixture at the nozzle.

**In Section 53-1.02 replace the 1st through 4th paragraphs with:**

Cementitious material, fine aggregate, and mixing water shall conform to the provisions in Section 90, "Portland Cement Concrete."

Shotcrete to be mixed and applied by the dry-mix process shall consist of one part cementitious material to not more than 4.5 parts fine aggregate, thoroughly mixed in a dry state before being charged into the machine. Measurement may be either by volume or by weight. The fine aggregate shall contain not more than 6 percent moisture by weight.

Shotcrete to be mixed and applied by the wet-mix process shall consist of cementitious material, fine aggregate, and water and shall contain not less than 632 pounds of cementitious material per cubic yard. A maximum of 30 percent pea gravel may be substituted for fine aggregate. The maximum size of pea gravel shall be such that 100 percent passes the 1/2 inch screen and at least 90 percent passes the 3/8 inch screen.

Admixtures may be added to shotcrete and shall conform to the provisions in Section 90-4, "Admixtures."

**In Section 53-1.04 in the 3rd paragraph, replace item C with:**

C. Aggregate and cementitious material that have been mixed for more than 45 minutes shall not be used unless otherwise permitted by the Engineer.

**Replace Section 53-1.07 with:**

**53-1.07 MEASUREMENT**

Quantities of shotcrete will be measured by the cubic yard computed from measurements, along the slope, of actual areas placed and the theoretical thickness shown on the plans. The Department does not pay for shotcrete placed outside the dimensions shown on the plans or to fill low foundation.

**Replace Section 53-1.08 with:**

**53-1.08 PAYMENT**

The contract price paid per cubic yard for shotcrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing shotcrete, including preparing the foundation, wire reinforcement, structure backfill, joint filling material, and if required by the plans, drains with sacked pervious backfill material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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## SECTION 55 STEEL STRUCTURES

**(Issued 05-02-08**

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

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

**In Section 55-2.01 in the 5th paragraph in the table, replace the CVN impact value for Grade HPS 50W with:**

| | |
|---|---|
| Grade HPS 50W* (4 inches and under in thickness) | 20 at 10 ºF |

**In Section 55-3.05 replace the 1st paragraph with:**

Surfaces of bearing and base plates and other metal surfaces that are to come in contact with each other or with ground concrete surfaces or with asbestos sheet packing shall be flat to within 1/32-inch tolerance in 12 inches and to within 1/16-inch tolerance overall. Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with preformed fabric pads, elastomeric bearing pads, or mortar shall be flat to within 1/8-inch tolerance in 12 inches and to within 3/16-inch tolerance overall.

**In Section 55-3.10 in the 1st paragraph, replace item B with:**

B. Internal threads shall conform to the requirements in ASTM Designation: A 563.

**In Section 55-3.19 replace the 3rd paragraph with:**

Immediately before setting bearing assemblies or masonry plates directly on ground concrete surfaces, the Contractor shall thoroughly clean the surfaces of the concrete and the metal to be in contact and shall apply a coating of nonsag polysulfide or polyurethane caulking conforming to the requirements in ASTM Designation: C 920 to contact areas to provide full bedding.

**In Section 55-3.19 replace the 5th paragraph with:**

Mortar to be placed below masonry plates or bearing plates of the bearing assemblies and in anchor bolt sleeves or canisters shall conform to the provisions in Section 51-1.135, "Mortar," except that the proportion of cementitious material to sand shall be 1:3.

**In Section 55-4.01 in the 1st paragraph, replace item D with:**

D. To determine the pay quantities of galvanized metal, the weight to be added to the calculated weight of the base metal for the galvanizing will be determined from the table of weights of zinc coatings specified in ASTM Designation: A 153/A 153M.

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## SECTION 56 SIGNS
**(Issued 03-16-07)**

**In Section 56-1.03 replace the 5th paragraph with:**

Clips, eyes, or removable brackets shall be affixed to all signs and all posts and shall be used to secure the sign during shipping and for lifting and moving during erection as necessary to prevent damage to the finished galvanized or painted surfaces. Brackets on tubular sign structures shall be removed after erection. Details of the devices shall be shown on the working drawings.

**In Section 56-1.10 replace the 4th paragraph with:**

The contract price paid per pound for install sign structure of the type or types designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing sign structures, complete in place, including installing anchor bolt assemblies, removable sign panel frames, and sign panels and performing any welding, painting or galvanizing required during installation, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

**In Section 56-2.03 replace the 4th paragraph with:**

Backfill material for metal posts shall consist of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 463 pounds of cementitious material per cubic yard.

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## SECTION 59 PAINTING
**(Issued 06-05-09)**

**In Section 59-1.03 replace the 3rd paragraph with:**

Painting shall be done in a neat and workmanlike manner. Unless otherwise specified, paint shall be applied by brush, or spray, or roller, or any combination of these methods. Gun extensions shall not be used.

**In Section 59-2.01 replace the 2nd paragraph with:**

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

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

**In Section 59-2.12 replace the 3rd and 4th paragraphs with:**

Contact surfaces of stiffeners, railings, built up members or open seam exceeding 6 mils in width that would retain moisture, shall be caulked with polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O, or other approved material.

The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

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## SECTION 64 PLASTIC PIPE
**(Issued 06-05-09)**

**In Section 64-1.02 replace the 5th paragraph with:**

HDPE compounds used in the manufacture of corrugated polyethylene pipe and fittings shall comply with AASHTO M 294 except that the mix shall contain not less than 2 nor greater than 4 percent well dispersed carbon black. HDPE compounds used in the manufacture of ribbed profile wall polyethylene pipe shall comply with ASTM F 894 except that Type E ultraviolet stabilizers shall not be allowed and carbon black shall be well dispersed in an amount not less than 2 percent nor greater than 4 percent.

Manufacturers of corrugated polyethylene pipe shall:

1. Participate in the National Transportation Product Evaluation Control Program (NTPEP) for each plant supplying corrugated polyethylene pipe and fittings for the project.
2. Conduct and maintain a quality control program under NTPEP.
3. Submit a copy to the Engineer of manufacturing plant audits and NTPEP test results from the current cycle of NTPEP testing for all pipe diameters supplied.

Type D corrugated polyethylene pipe is not allowed. Corrugated polyethylene pipe greater than 60 inches in nominal diameter is not allowed.

**In Section 64-1.05 replace the 1st paragraph with:**

Excavation, backfill, and shaped bedding shall comply with Section 19-3, "Structure Excavation and Backfill," except the following:

1. At locations where pipe is to be backfilled with concrete, the backfill shall comply with Section 64-1.06, "Concrete Backfill."
2. Corrugated polyethylene pipe that is greater than 48 inches in nominal diameter but not exceeding 60 inches in nominal diameter shall be backfilled with either controlled low strength material under the special provisions or slurry cement backfill under Section 19-3.062, "Slurry Cement Backfill."
3. Where cementitious or flowable backfill is used for structure backfill, the backfill shall be placed to a level not less than 12 inches above the crown of the pipe.

**In Section 64-1.06 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

**In Section 64-1.06 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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## SECTION 65 REINFORCED CONCRETE PIPE
**(Issued 07-31-07)**

**In Section 65-1.02 replace the 1st paragraph with:**

Cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials" except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplemental cementitious material shall conform to AASHTO Designation: M 170.

**In Section 65-1.02A(1) in the 11th paragraph, replace item c with:**

c. Cementitious material and aggregate for non-reinforced concrete pipe shall conform to the provisions in Section 65-1.02, "Materials."

**In Section 65-1.035 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete in conformance with the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item.

**In Section 65-1.035 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

**In Section 65-1.06 in the 2nd paragraph, replace the 1st subparagraph with:**

Cement Mortar. - Mortar shall be composed of one part cementitious material and 2 parts sand by volume. Supplementary cementitious material will not be required.

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## SECTION 66 CORRUGATED METAL PIPE
**(Issued 07-31-07)**

**In Section 66-1.045 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

**In Section 66-1.045 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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## SECTION 68 SUBSURFACE DRAINS
**(Issued 07-31-07)**

**In Section 68-3.02D replace the 1st and 2nd paragraphs with:**

Concrete for splash pads shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

Mortar placed where edge drain outlets and vents connect to drainage pipe and existing drainage inlets shall conform to the provisions in Section 51-1.135, "Mortar."

**In Section 68-3.03 replace the 13th paragraph with:**

Cement treated permeable material, which is not covered with hot mix asphalt within 12 hours after compaction of the permeable material, shall be cured by either sprinkling the material with a fine spray of water every 4 hours during daylight hours or covering the material with a white polyethylene sheet, not less than 6 mils thick. The above curing requirements shall begin at 7:00 a.m. on the morning following compaction of the cement treated permeable material and continue for the next 72 hours or until the material is covered with hot mix asphalt, whichever is less. The cement treated permeable material shall not be sprayed with water during the first 12 hours after compacting, but may be covered with the polyethylene sheet during the first 12 hours or prior to the beginning of the cure period.

**In Section 68-3.03 replace the 17th and 18th paragraphs with:**

Hot mix asphalt for backfilling trenches in existing paved areas shall be produced from commercial quality aggregates and asphalt and mixed at a central mixing plant. The aggregate shall conform to the 3/4 inch grading, or the 1/2 inch grading for Type A and Type B hot mix asphalt specified in Section 39-1.02E, "Aggregate." The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate, as determined by the Engineer.

Hot mix asphalt backfill shall be spread and compacted in approximately 2 equal layers by methods that will produce a hot mix asphalt surfacing of uniform smoothness, texture and density. Each layer shall be compacted before the temperature of the mixture drops below 250 ºF. Prior to placing the hot mix asphalt backfill, a tack coat of asphaltic emulsion conforming to the provisions in Section 94, "Asphaltic Emulsions," shall be applied to the vertical edges of existing pavement at an approximate rate of 0.05 gallon per square yard.

**In Section 68-3.03 replace the 20th paragraph with:**

Type A pavement markers conforming to the details shown on the plans and the provisions in Section 85, "Pavement Markers," shall be placed on paved shoulders or dikes at outlet, vent and cleanout locations as directed by the Engineer. The waiting period for placing pavement markers on new hot mix asphalt surfacing will not apply.

**Replace Section 68-3.05 with:**

**68-3.05 PAYMENT**

The contract price paid per linear foot for plastic pipe (edge drain) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drains complete in place, including excavation (and removal of any concrete deposits that may occur along the lower edge of the concrete pavement in Type 1 installations) and hot mix asphalt backfill for Type 1 edge drain installation, tack coat, filter fabric, and treated permeable material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per linear foot for plastic pipe (edge drain outlet) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drain outlets, vents and cleanouts complete in place, including outlet and vent covers, expansion plugs, pavement markers, concrete splash pads, connecting outlets and vents to drainage facilities, and excavation and backfill [aggregate base, hot mix asphalt, tack coat, and native material] for outlets, vents, and cleanouts to be installed in embankments and existing shoulders, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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## SECTION 69 OVERSIDE DRAINS
**(Issued 07-31-07)**

**In Section 69-1.01 replace the 1st paragraph with:**

This work shall consist of furnishing and installing entrance tapers, pipe downdrains, tapered inlets, flume downdrains, anchor assemblies, reducers, slip joints and hot mix asphalt overside drains to collect and carry surface drainage down the roadway slopes as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.

**Replace Section 69-1.02D with:**

**69-1.02D Hot Mix Asphalt**

Hot mix asphalt for overside drains shall conform to the provisions in Section 39-1.13, "Miscellaneous Areas."

**Replace Section 69-1.04 with:**

**69-1.04 HOT MIX ASPHALT OVERSIDE DRAINS**

Hot mix asphalt overside drains shall be constructed as shown on the plans or as directed by the Engineer. The hot mix asphalt shall be placed in conformance with the provisions in Section 39-1.13, "Miscellaneous Areas."

**In Section 69-1.06 replace the 2nd paragraph with:**

Quantities of hot mix asphalt placed for overside drains will be paid for as provided in Section 39-5, "Measurement and Payment," for hot mix asphalt placed in miscellaneous areas.

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## SECTION 70 MISCELLANEOUS FACILITIES
**(Issued 07-18-08)**

**In Section 70-1.02C replace the 2nd paragraph with:**

Precast concrete flared end sections shall conform to the requirements for Class III Reinforced Concrete Pipe in AASHTO Designation: M 170M. Cementitious materials and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170. The area of steel reinforcement per linear foot of flared end section shall be at least equal to the minimum steel requirements for circular reinforcement in circular pipe for the internal diameter of the circular portion of the flared end section. The basis of acceptance of the precast concrete flared end section shall conform to the requirements of Section 5.1.2 of AASHTO Designation: M 170.

**In Section 70-1.02H replace the 1st paragraph with:**

Precast concrete pipe risers and pipe reducers, and precast concrete pipe sections, adjustment rings and tapered sections for pipe energy dissipators, pipe inlets and pipe manholes shall conform to the requirements in AASHTO Designation: M 199M/M 199, except that the cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170.

**In Section 70-1.03 replace the 2nd paragraph with:**

Cutoff walls for precast concrete flared end sections shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

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## SECTION 72 SLOPE PROTECTION
**(Issued 03-13-09)**

**In Section 72-4.04 replace the 6th paragraph with:**

Pervious backfill material, if required by the plans, shall be placed as shown. A securely tied sack containing one cubic foot of pervious backfill material shall be placed at each weep hole and drain hole. The sack material shall conform to the requirements for filter fabric in Section 88-1.02, "Filtration."

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## SECTION 73 CONCRETE CURBS AND SIDEWALKS
**(Issued 06-05-09)**

**In Section 73-1.01 in the 2nd paragraph, replace item 2 with:**

2. Minor concrete shall contain not less than 463 pounds of cementitious material per cubic yard except that when extruded or slip-formed curbs are constructed using 3/8-inch maximum size aggregate, minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

**In Section 73-1.06 replace the 15th paragraph with:**

Where hot mix asphalt or portland cement concrete pavements are to be placed around or adjacent to manholes, pipe inlets or other miscellaneous structures in sidewalk, gutter depression, island paving, curb ramps or driveway areas, the structures shall not be constructed to final grade until after the pavements have been constructed for a reasonable distance on each side of the structures.

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## SECTION 74 PUMPING PLANT EQUIPMENT
**(Issued 07-01-08)**

**In Section 74-1.02 delete the 2nd paragraph.**

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## SECTION 75 MISCELLANEOUS METAL
**(Issued 06-05-09)**

**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. The qualification requirements for concrete anchorage devices may be obtained from the Pre-Qualified Products List Web site.

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 ASME Standard: B1.1 having Class 2A tolerances or ASME Standard: B1.13M having Grade 6g tolerances. Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM A 563.

**In Section 75-1.03 replace the 18th paragraph with:**

Mechanical expansion anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.035 inch:

| Stud Diameter (inches) | Sustained Tension Test Load (pounds) |
|---|---|
| *3/4 | 5,000 |
| 5/8 | 4,100 |
| 1/2 | 3,200 |
| 3/8 | 2,100 |
| 1/4 | 1,000 |

* Maximum stud diameter permitted for mechanical expansion anchors.

Resin capsule anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.010 inch:

| Stud Diameter (inches) | Sustained Tension Test Load (pounds) |
|---|---|
| 1-1/4 | 31,000 |
| 1 | 17,900 |
| 7/8 | 14,400 |
| 3/4 | 5,000 |
| 5/8 | 4,100 |
| 1/2 | 3,200 |
| 3/8 | 2,100 |
| 1/4 | 1,000 |

At least 25 days before use, the Contractor shall submit one sample of each resin capsule anchor per lot to the Transportation Laboratory for testing. A lot of resin capsule anchors is 100 units, or fraction thereof, of the same brand and product name.

**In Section 75-1.03 replace the 20th paragraph with:**

A Certificate of Compliance for concrete anchorage devices shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

**In Section 75-1.03 replace the 24th paragraph with:**

Sealing compound, for caulking and adhesive sealing, shall be a polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O.

**In Section 75-1.035 in the 3rd paragraph, replace the 1st sentence with:**

Cables shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

**In Section 75-1.035 in the 4th paragraph, replace item C with:**

C. Nuts shall conform to the requirements in ASTM Designation: A 563 including Appendix X1, except lubrication is not required.

**In Section 75-1.035 replace the 12th paragraph with:**

Concrete for filling cable drum units shall conform to the provisions in Section 90-10, "Minor Concrete," or at the option of the Contractor, may be a mix with 3/8-inch maximum size aggregate and not less than 675 pounds of cementitious material per cubic yard.

**In Section 75-1.05 replace the 6th paragraph with:**

Galvanizing of iron and steel hardware and nuts and bolts, when specified or shown on the plans, shall conform to the requirements in ASTM Designation: A 153/A 153M, except whenever threaded studs, bolts, nuts, and washers are specified to conform to the requirements in ASTM Designation: A 307, A 325, A 449, A 563, or F 436 and zinc coating is required, they shall be hot-dip zinc coated or mechanically zinc coated in conformance with the requirements in the ASTM Designations. Unless otherwise specified, galvanizing shall be performed after fabrication.

**In Section 75-1.05 replace the 8th paragraph with:**

Tapping of nuts or other internally threaded parts to be used with zinc coated bolts, anchor bars or studs shall be done after galvanizing and shall conform to the requirements for thread dimensions and overtapping allowances in ASTM Designation: A 563.

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## SECTION 80 FENCES
**(Issued 01-05-07)**

**In Section 80-3.01F replace the 4th paragraph with:**

Portland cement concrete for metal post and brace footings and for deadmen shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

**In Section 80-4.01C replace the 4th paragraph with:**

Portland cement concrete for metal post and for deadmen shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

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## SECTION 83 RAILINGS AND BARRIERS
**(Issued 04-03-09)**

**In Section 83-1.02 replace the 7th paragraph with:**

Mortar shall conform to the provisions in Section 51-1.135, "Mortar," and shall consist of one part by volume of cementitious material and 3 parts of clean sand.

**In Section 83-1.02B in the 24th paragraph in the 8th subparagraph, replace the 1st sentence with:**

Anchor cable shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

**In Section 83-1.02E in the 6th paragraph, replace the 2nd sentence with:**

Cable shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

**In Section 83-1.02I replace the 5th paragraph with:**

Where shown on the plans, cables used in the frame shall be 5/16 inch in diameter, wire rope, with a minimum breaking strength of 5,000 pounds and shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

**In Section 83-1.02I replace the 14th paragraph with:**

Chain link fabric shall be 11-gage conforming to one of the following:

1. AASHTO Designation: M181, Type I, Class C
2. AASHTO Designation: M181, Type IV, Class A
3. ASTM F 1345, Class 2

**In Section 83-2.02D(1) replace the 5th paragraph with:**

When concrete barriers are to be constructed on existing structures, the dowels shall be bonded in holes drilled in the existing concrete. Drilling of holes and bonding of dowels shall conform to the following:

1. The bonding materials shall be either magnesium phosphate concrete, modified high alumina based concrete or portland cement based concrete. Magnesium phosphate concrete shall be either single component (water activated) or dual component (with a prepackaged liquid activator). Modified high alumina based concrete and portland cement based concrete shall be water activated. Bonding materials shall conform to the following requirements:

| Property | Test Method | Requirements |
|---|---|---|
| Compressive Strength | | |
| at 3 hours, MPa | California Test 551 | 21 min. |
| at 24 hours, MPa | California Test 551 | 35 min. |
| Flexure Strength | | |
| at 24 hours, MPa | California Test 551 | 3.5 min. |
| Bond Strength: at 24 hours | | |
| SSD Concrete, MPa | California Test 551 | 2.1 min. |
| Dry Concrete, MPa | California Test 551 | 2.8 min. |
| Water Absorption, % | California Test 551 | 10 max. |
| Abrasion Resistance | | |
| at 24 hours, grams | California Test 550 | 25 max. |
| Drying Shrinkage at 4 days, % | ASTM Designation: C 596 | 0.13 max. |
| Soluble Chlorides by weight, % | California Test 422 | 0.05 max. |
| Water Soluble Sulfates by weight, % | California Test 417 | 0.25 max. |

2. Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70° F. The materials, prior to use, shall be stored in a cool, dry environment.
3. Mix water used with water activated material shall conform to the provisions in Section 90-2.03, "Water."
4. The quantity of water for single component type or liquid activator (for dual component type) to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.
5. Addition of retarders, when required and approved by the Engineer, shall be in conformance with the manufacturer's recommendations.
6. Before using concrete material that has not been previously approved, a minimum of 45 pounds shall be submitted to the Engineer for testing. The Contractor shall allow 45 days for the testing. Each shipment of concrete material that has been previously approved shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."
7. Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper metals. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.
8. The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of the dowels.
9. The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the hole. The diameter of the drilled hole shall be $^{1}/_{2}$ inch larger than the nominal diameter of the dowels.
10. The drilled holes shall be clean and dry at the time of placing the bonding material and the steel dowels. Bonding material and dowel shall completely fill the drilled hole. The surface temperature shall be 40° F or above when the bonding material is placed.
11. After bonding, dowels shall remain undisturbed for a minimum of 3 hours or until the bonding material has reached a strength sufficient to support the dowels. Dowels that are improperly bonded, as determined by the Engineer, shall be removed. The holes shall be cleaned or new holes shall be drilled and the dowels replaced and securely bonded to the concrete. Removing, redrilling and replacing improperly bonded dowels shall be performed at the Contractor's expense. Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

**In Section 83-2.02D(2) in the 1st paragraph, replace item b with:**

b. If the 3/8-inch maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 675 pounds per cubic yard.

**In Section 83-2.02D(2) replace the 3rd paragraph with:**

The concrete paving between the tops of the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) and the optional concrete slab at the base between the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) shall be constructed of minor concrete conforming to the provisions of Section 90-10, "Minor Concrete," except that the minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

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## SECTION 85 PAVEMENT MARKERS
**(Issued 07-31-07)**

**In Section 85-1.06 replace the 6th paragraph with:**

Pavement markers shall not be placed on new hot mix asphalt surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.

**In Section 85-1.06 in the 14th paragraph, replace the 2nd sentence with:**

Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new hot mix asphalt and clean, new seal coat surfaces will not be required when hot melt bituminous adhesive is used.

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## SECTION 86 SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS
**(Issued 06-05-09)**

**Replace Section 86 with:**

## SECTION 86 ELECTRICAL SYSTEMS

## 86-1 GENERAL

### 86-1.01 DESCRIPTION

Section 86 includes specifications for installing, modifying, and removing:

1. Traffic signal
2. Interconnect system
3. Ramp metering system
4. Flashing beacon system
5. Lighting system
6. Sign illumination system
7. Traffic monitoring station
8. Communication system
9. Electrical equipment in structure
10. Falsework lighting

Comply with Part 4 of the California MUTCD. Nothing in this Section 86 is to be construed as to reduce the minimum standards in this manual.

The locations of electrical system elements are approximate; the Engineer will approve final location.

### 86-1.015 DEFINITIONS

Definitions pertain only to Section 86, "Electrical Systems."

**actuation:** The action of a vehicle or pedestrian causing a detector to create a call in that phase or movement to request right of way.
**channel:** Discrete information path.
**controller assembly:** Controller unit and auxiliary equipment housed in a rainproof cabinet to control a system's operations.
**controller unit:** Part of the controller assembly performing the basic timing and logic functions.
**detector:** Device indicating passage or presence of vehicles or pedestrians.
**electrolier:** Complete assembly of lighting standard and luminaire.
**flasher:** Device to open and close signal circuits at a repetitive rate.
**flashing beacon control assembly:** Switches, circuit breakers, terminal blocks, flasher, wiring, and necessary electrical components all housed in a single enclosure to properly operate a beacon.
**inductive loop detector:** Detector capable of being actuated by inductance change caused by vehicle passing or standing over the loop.
**lighting standard:** Pole and mast arm supporting the luminaire.
**luminaire:** Consists of housing, reflector, refractor or lens, lamp socket, integral ballast, terminal strip, and lamp.
**magnetic detector:** Detector capable of being actuated by induced voltage caused by vehicle passing through the earth's magnetic field.
**powder coating:** A coating applied electrostatically using UV-stable polyester triglycidyl isocyanurate exterior grade powder
**pre-timed controller assembly:** Operates traffic signals under a predetermined cycle length.
**signal face:** As defined in the California MUTCD.
**signal head:** As defined in the California MUTCD.
**signal indication:** As defined in the California MUTCD.
**signal section:** As defined in the California MUTCD.
**signal standard:** Pole and mast arm supporting one or more signal faces with or without a luminaire mast arm.
**traffic-actuated controller assembly:** Operates traffic signals under the varying demands of traffic as registered by detector actuation.
**traffic phase:** Signal phase as defined in the California MUTCD.
**vehicle:** As defined in the California Vehicle Code.

**86-1.02 REGULATIONS AND CODE**Electrical equipment must comply with one or more of the following:

1. EIA
2. ETL
3. NEMA
4. NETA
5. UL

Materials and workmanship must comply with:

1. ANSI
2. ASTM
3. 8 CA Code of Regs § 2299 et seq.
4. FCC
5. ITE
6. NEC
7. Public Utilities Commission, General Order No. 95, "Rules for Overhead Electrical Line Construction"
8. Public Utilities Commission, General Order No. 128, "Rules for Construction of Underground Electric Supply and Communication Systems"

**86-1.03 COST BREAK-DOWN**

Determine quantities required to complete work. Submit the quantities as part of the cost breakdown.

The sum of the amounts for the units of work listed in the cost breakdown must equal the contract lump sum price bid for the work. Include overhead and profit for each unit of work listed in the cost breakdown. If mobilization is a bid item, include bond premium, temporary construction facilities, and material plants into the mobilization bid item, otherwise, include in each unit of work listed in the cost breakdown. Do not include costs for traffic control system in the cost breakdown.

The cost breakdown may be used to determine partial payment and to calculate payment adjustments for additional costs incurred due to a change order. If a change order increases or decreases the quantities, payment adjustment may be determined under Section 4-1.03B, "Increased or Decreased Quantities."

The cost breakdown must include type, size, and installation method for:

1. Foundations
2. Standards and poles
3. Conduit
4. Pull boxes
5. Conductors
6. Service equipment enclosures
7. Telephone demarcation cabinet
8. Signal heads and hardware
9. Pedestrian signal heads and hardware
10. Pedestrian push buttons
11. Loop detectors
12. Luminaires and lighting fixtures

## 86-1.04 EQUIPMENT LIST AND DRAWINGS

Within 15 days of contract approval, submit for review a list of equipment and materials that you propose to install. Comply with Section 5-1.02, "Plans and Working Drawings." The list must include:

1. Name of manufacturer
2. Dimension
3. Item identification number
4. List of components

The list must be supplemented by other data as required, including:

1. Schematic wiring diagrams
2. Scale drawings of cabinets showing location and spacing of shelves, terminal blocks, and equipment, including dimensioning
3. Operation manual

Submit 2 copies of the above data. The Engineer will review within 15 days.

Electrical equipment that is manufactured as detailed on the plans will not require detailed drawings and diagrams.

Furnish 3 sets of computer-generated cabinet schematic wiring diagrams.

The cabinet schematic wiring diagram must be placed in a heavy duty plastic envelope and attached to the inside of the door of each cabinet.

Prepare diagrams, plans, and drawings using graphic symbols in IEEE 315, "Graphic Symbols for Electrical and Electronic Diagrams."

## 86-1.05 CERTIFICATE OF COMPLIANCE

Submit a Certificate of Compliance for all electrical material and equipment to the Engineer under Section 6-1.07, "Certificates of Compliance."

## 86-1.06 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Keep existing electrical system or approved temporary replacement in working order during the progress of the work. Shutdown is allowed for alteration or removal of the system. Traffic signal shutdown must be limited to normal working hours. Lighting system shutdown must not interfere with the regular lighting schedule.

Notify the Engineer before performing work on the existing system.

Notify the local traffic enforcement agency before traffic signal shutdown.

If existing or temporary system must be modified, work not shown on the plans or specified in the special provisions, but required to keep the system in working order will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The State or local agency will:

1. Continue the operation and maintenance of existing electrical facilities

2. Continue to provide electrical energy to operate existing electrical facilities
3. Repair or replace existing facilities damaged by public traffic
4. Pay for electrical energy to operate existing or new facilities undergoing the functional tests described in Section 86-2.14C, "Functional Testing"

Verify location and depth of existing detectors, conduits, pull boxes, and other electrical facilities before using tools or equipment that may damage those facilities or interfere with an electrical system.

Notify the Engineer immediately if existing facility is damaged by your activities. Repair or replace damaged facility promptly. If you fail to complete the repair or replacement, promptly, the State will repair or replace and deduct the costs.

Damaged detectors must be replaced within 24 hours at your expense. If you fail to complete the repair within 24 hours, the State will repair and deduct the repair costs.

If roadway remains open to traffic while an existing lighting system is modified:

1. Keep existing system in working order
2. Make final connection so the modified circuit is in operation by nightfall

Keep temporary electrical installations in working order until no longer required. Remove temporary installations as specified in Section 86-7, "Removing, Reinstalling or Salvaging Electrical Equipment."

These provisions do not void your responsibilities as specified in Section 7-1.12, "Indemnification and Insurance," and Section 7-1.16, "Contractor's Responsibility for the Work and Materials."

During traffic signal system shutdown, place W3-1a, "STOP AHEAD," and R1-1, "STOP," signs in each direction to direct traffic through the intersection. For 2-lane approaches, place 2 R1-1 signs.

W3-1a and R1-1 signs must comply with Section 12-3.06, "Construction Area Signs." Use a minimum size of 30 inches for the R1-1 sign.

Cover signal faces when the system is shut down overnight. Cover temporary W3-1a and R1-1 signs when the system is turned on.

### 86-1.07 SCHEDULING OF WORK

Except service installation and service equipment enclosure, do not work above ground until all materials are on hand to complete electrical work at each location. Schedule work to allow each system to be completed and ready for operation before opening the corresponding section of the roadway to traffic.

If street lighting exists or is installed in conjunction with traffic signals, do not turn on the signals until the street lighting is energized.

Traffic signals will not be placed in operation until the roadways to be controlled are open to public traffic.

Lighting and traffic signals, including flashing operation, will not be placed in operation before starting the functional test period specified in Section 86-2.14, "Testing."

Do not pull conductors into conduit until:

1. Pull boxes are set to grade
2. Metallic conduit is bonded

In vehicular undercrossings, soffit lights must be in operation as soon as practicable after falsework has been removed from the structure. Lighting for pedestrian structures must be in operation before opening the structure to pedestrian traffic.

If the Engineer orders soffit lights or lighting for pedestrian structures to be activated before permanent power service is available, the cost of installing and removing temporary power service will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The initial traffic signal turn-on must be made between 9:00 a.m. and 2:00 p.m. Before the initial turn-on, all equipment, including pedestrian signals, pedestrian push buttons, vehicle detectors, lighting, signs, and pavement delineation must be installed and in working order. Direct louvers, visors, and signal faces to maximize visibility.

Start functional tests on any working day except Friday or the day before a legal holiday. You must notify the Engineer 48 hours before the start of functional test.

### 86-1.08 (BLANK)

## 86-2 MATERIALS AND INSTALLATION

### 86-2.01 EXCAVATING AND BACKFILLING

Dispose of surplus excavated material under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

Backfill as specified in Section 19-3, "Structure Excavation and Backfill." Compact backfill in conduit trenches outside the hinge point of slopes and not under pavement to a minimum relative compaction of 90 percent. Compact backfill within hinge points and in areas where pavement is to be constructed to a minimum relative compaction of 95 percent.

Backfill trenches and restore sidewalk, pavement, and landscaping at one intersection before starting excavation at another intersection.

If excavating on a street or highway, restrict closure to 1 lane at a time.

### 86-2.02 REMOVING AND REPLACING IMPROVEMENTS

Replace or reconstruct sidewalk, curb, gutter, concrete pavement, asphalt concrete pavement, underlying material, lawn, plant, and other facilities damaged by your activities. Replacement material must be of equal or better quality than the material replaced. Work must be in a serviceable condition.

If a part of a square or slab of concrete sidewalk, curb, gutter, or driveway is broken or damaged, the entire square or slab must be removed and reconstructed.

Cut outline of PCC sidewalk or driveway to be removed:

1. Using a power-driven saw
2. On a neat line
3. To a 0.17-foot minimum depth

### 86-2.03 FOUNDATIONS

Except for concrete for cast-in-drilled-hole concrete pile foundation, PCC must comply with Section 90-10, "Minor Concrete."

Construct concrete foundation on firm ground.

After each post, standard, and pedestal is properly positioned, place mortar under the base plate. Finish exposed portion to present a neat appearance. Mortar must comply with Section 51-1.135, "Mortar," except mortar must have:

1. 1 part by volume of cementitious material
2. 3 parts by volume of clean sand

Reinforced cast-in-drilled-hole concrete pile foundation must comply with Section 49, "Piling," except:

1. Material resulting from drilling holes must be disposed of as specified in Section 86-2.01, "Excavating and Backfilling"
2. Concrete for cast-in-drilled-hole concrete pile will not be considered as designated by compressive strength

Form exposed portion of the foundation to present a neat appearance and true to line and grade. The top of a foundation for post and standard must be finished to curb or sidewalk grade. Forms must be rigid and securely braced in place. Conduit ends and anchor bolts must be placed at proper height and position. Anchor bolts must be installed a maximum of 1:40 from vertical and held in place by rigid top and bottom templates. Use a steel bottom template at least 1/2 inch thick that provides proper spacing and alignment of anchor bolts near the embedded bottom end. Install bottom template before placing footing concrete.

Provide new foundation and anchor bolts of the proper type and size for relocated standards.

Steel parts must be galvanized as specified in Section 75-1.05, "Galvanizing."

Provide 2 nuts and washers for the upper threaded part of each anchor bolt. Provide 3 nuts and washers for each anchor bar or stud.

Do not weld high-strength steel used for anchor bolt, anchor bar, or stud.

Before placing concrete, moisten forms and ground. Keep forms in place until the concrete sets for at least 24 hours and is strong enough to prevent damage to surface.

Except if located on a structure, construct foundation for post, standard, and pedestal monolithically.

Apply ordinary surface finish as specified in Section 51-1.18A, "Ordinary Surface Finish."

If a foundation must be extended for additional depth, the extension work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Do not erect post, pole, standard, pedestal, or cabinet until the foundation is set for a minimum of 7 days.

The Engineer will choose the plumbing or raking technique for posts, standards, and pedestals. Plumb or rake by adjusting the leveling nuts before tightening nuts. Do not use shims or similar devices. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, and each post, standard, and pedestal on structure is properly positioned, tighten nuts as follows:

1. Tighten leveling nuts and top nuts, following a crisscross pattern, until bearing surfaces of all nuts, washers, and base plates are in firm contact.
2. Use an indelible marker to mark the top nuts and base plate with lines showing relative alignment of the nut to the base plate.
3. Tighten top nuts, following a crisscross pattern, an additional 1/6th of a turn.

In unpaved areas, construct a raised PCC pad in front of each controller cabinet.

Completely remove foundations not to be reused or abandoned.

If abandoning a foundation, remove the top of foundation, anchor bolts, and conduits to a minimum depth of 0.5 foot below sidewalk surface or original ground. Backfill the resulting hole with material equivalent to the surrounding material.

**86-2.04 STANDARDS, STEEL PEDESTALS AND POSTS**

Bolts, including anchor bolts, nuts, and washers for signal and lighting support structures must comply with Section 55-2, "Materials." Except for bearing-type connection or slip-base, high-strength bolted connection must comply with Section 55-3.14, "Bolted Connections." Welding, nondestructive testing of welds, and acceptance and repair criteria for steel member nondestructive testing must comply with American Welding Society (AWS) D1.1.

Using stainless steel rivets, attach rectangular corrosion-resistant metal identification tag on all standards and poles, except Type 1:

1. Above the hand hole, near the base of standards and poles
2. On the underside of mast arms near the arm plate

The lettering on each identification tag must be depressed or raised, 1/4 inch tall, legible, and include the following information:

1. Name of the manufacturer
2. Date of manufacture
3. Identification number
4. Contract number
5. Unique identification code that is:

    5.1. Assigned by the manufacturer
    5.2. Traceable to a particular contract and the welds on that component
    5.3. Readable after the support structure is coated and installed

Type 1 standard and steel pedestal for controller cabinet must be manufactured of one of the following:

1. 0.12-inch or thicker galvanized steel
2. 4-inch standard weight galvanized steel pipe as specified in ASTM A 53
3. 4-inch Type 1 conduit with the top designed for post-top slip-fitter

Ferrous metal parts of a standard that has a shaft length of 15 feet or longer must comply with the provisions in Section 55-2, "Materials," and the following:

1. Standard must be manufactured from sheet steel of weldable grade having a minimum yield strength of 40,000 psi after manufacturing.
2. Certified test report verifying compliance with minimum yield strength requirements must be submitted. Test report may be the mill test report for the as-received steel or if the as-received steel has a lower yield strength than required you must provide test data assuring that your method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. Test data must include tensile properties of the steel after cold forming for specific heats and thicknesses.
3. If a single-ply 5/16-inch thick pole is specified, a 2-ply pole with equivalent section modulus may be substituted.
4. Standard may be manufactured of full-length sheets or shorter sections. Each section must be manufactured from 1 or 2 pieces of sheet steel. If 2 pieces are used, the longitudinal welded seams must be directly opposite from one another. If the sections are butt-welded together, the longitudinal welded seams of adjacent sections must be placed to form continuous straight seams from base to top of standard.
5. Butt-welded circumferential joints of tubular sections requiring CJP groove welds must be made using a metal sleeve backing ring inside each joint. The sleeve must be 1/8 inch nominal thickness, or thicker, and manufactured

from steel having the same chemical composition as the steel in the tubular sections to be joined. If the sections to be joined have different specified minimum yield strengths, the steel in the sleeve must have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve must be consistent with the type of nondestructive testing selected and must be a minimum width of 1 inch. At fitting time, the sleeve must be centered at the joint and in contact with the tubular section at the point of the weld.

6. Welds must be continuous.
7. Weld metal at the transverse joint must extend to the sleeve, making the sleeve an integral part of the joint.
8. During manufacturing, longitudinal seams on vertical tubular members of cantilevered support structures must 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, must be within ±45 degrees of the bottom of the arm.
9. Longitudinal seam weld in steel tubular section may be made by the electric resistance welding process.
10. Longitudinal seam weld must have 60 percent minimum penetration, except:

    10.1. Within 6 inches of circumferential weld, longitudinal seam weld must be CJP groove weld.
    10.2. Longitudinal seam weld on lighting support structure having telescopic pole segment splice must be CJP groove weld on the female end for a length on each end equal to the designated slip-fit splice length plus 6 inches.

11. Exposed circumferential weld, except fillet and fatigue-resistant weld, must be ground flush with the base metal before galvanizing or painting. Ground flush is specified as -0, +0.08-inch.
12. Circumferential weld and base plate-to-pole weld may be repaired only one time.
13. Exposed edges of the plates that make up the base assembly must be finished smooth and exposed corners of the plates must be broken. Provide shafts with slip-fitter shaft caps.
14. Surface flatness requirements of ASTM A 6 apply to plates:

    14.1. In contact with concrete, grout, or washers and leveling nuts
    14.2. In high-strength bolted connections
    14.3. In joints, where cap screws are used to secure luminaire and signal arms
    14.4. Used for breakaway slip-base assemblies

15. Standard must be straight with a maximum variation of:

    15.1. 1 inch measured at the midpoint of a 30-foot to 35-foot standard
    15.2. 3/4 inch measured at the midpoint of a 17-foot to 20-foot standard
    15.3. 1 inch measured 15 feet above the base plate for Type 35 and Type 36 standards

16. Zinc-coated nuts used on fastener assemblies having a specified preload obtained by specifying a prescribed tension, torque value, or degree of turn must be provided with a colored lubricant, clean and dry to the touch. The lubricant color must contrast the zinc coating color on the nut so the presence of the lubricant is visually obvious. Lubricant must be insoluble in water or the fastener components must be shipped to the job site in a sealed container.
17. Do not make additional holes in structural members.
18. Standard with an outside diameter of 12 inches or less must be round. Standard with an outside diameter greater than 12 inches must be round or multisided. Multisided standard must be convex with a minimum of 12 sides and have a minimum bend radius of 4 inches.
19. Manufacture mast arm from material specified for standard.
20. Manufacture cast steel option for slip base from material of Grade 70-40, as specified in ASTM A 27/A 27M. Other comparable material may be used if approved by the Engineer. The casting tolerances must comply with the Steel Founders' Society of America's recommendations for green sand molding.
21. One casting from each lot of a maximum of 50 castings must be radiographed as specified in ASTM E 94. Casting must comply with the acceptance criteria for severity level 3 or better for the types and categories of discontinuities in ASTM E 186 and E 446. If the casting fails the inspection, 2 additional castings must be radiographed. If the 2 additional castings fail the inspection, the entire lot will be rejected.
22. Material certification, consisting of physical and chemical properties, and radiographic film of the casting must be filed at the manufacturer's office. Certification and film must be available for inspection.
23. High-strength bolts, nuts, and flat washers used to connect slip-base plate must comply with ASTM A 325 or A 325M and be galvanized as specified in Section 75-1.05, "Galvanizing."

24. Plate washers must be manufactured by saw cutting and drilling steel plate. Steel plate must comply with AISI 1018 and be galvanized as specified in Section 75-1.05, "Galvanizing." Before galvanizing, remove burrs and sharp edges and chamfer both sides of holes to allow the bolt head to make full contact with the washer without tension.
25. High-strength cap screws for attaching arms to standards must comply with ASTM A 325, A 325M, or A 449, and the mechanical requirements in ASTM A 325 or A 325M after galvanizing. Cap screws must be galvanized as specified in Section 75-1.05, "Galvanizing." Coat threads of cap screws with a colored lubricant, clean and dry to the touch. Lubricant color must contrast the zinc-coating color on the cap screw so the presence of the lubricant is visually obvious. Lubricant must be insoluble in water or the fastener components must be shipped to the job site in a sealed container.
26. Bolted connection attaching signal or luminaire arm to pole must be considered slip critical. Galvanized faying surfaces of plates on luminaire, signal arm, and pole must be roughened by hand using a wire brush before assembly and must comply with 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). Paint for faying surfaces must be as specified in the RCSC specification for Class B coating.
27. The Engineer will randomly take samples of fastener components from each production lot and submit to the Transportation Laboratory with test reports as specified in ASTM fastener specifications for QA testing and evaluation. The Engineer will determine sample sizes for each fastener component.

Change in mast arm configuration is allowed as long as the mounting height and stability are maintained.

Before manufacturing, details must be adjusted to ensure that cap screw heads can be turned using conventional installation tools. During manufacturing process, to avoid interference with the cap screw heads, the position of the luminaire arm on the arm plate must be properly located.

Configure mast arm as a smooth curving arm.

Push button post, pedestrian barricade, and guard post must comply with ASTM A 53.

Assemble and tighten slip base when pole is on the ground. Threads of heavy hex nuts for each slip-base bolt must be coated with additional lubricant that is clean and dry to the touch. Tighten high strength slip-base bolts to within ±10 foot-pounds of the following:

**Slip-Base Bolt-Tightening Requirements**

| Standard Type | Torque (foot-pounds) |
|---|---|
| 15-SB | 150 |
| 30 | 150 |
| 31 | 200 |
| 36-20A | 165 |

Hole in shaft of existing standard, due to removal of equipment or mast arms, must be sealed by fastening a galvanized steel disk to cover the hole. Fasten using a single central galvanized steel fastener. Seal edges of disk and hole with polysulfide or polyurethane sealing compound of Type S, Grade NS, Class 25, and Use O, as specified in ASTM C 920.

If existing standard is ordered to be relocated or reused, remove large dents, straighten shafts, and replace parts that are in poor condition. You must furnish anchor bolts or bars and nuts required for relocating or reusing standard. Repair and replacement work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

New nuts, bolts, cap screws, and washers must be provided if:

1. Standard or mast arm is relocated
2. Used standard or mast arm is State furnished

If the standard has a slip base, a new keeper plate must be provided.

### 86-2.05 CONDUIT

Run conductors in conduit except for overhead and where conductors are run inside poles.

You may use a larger size conduit than specified as long as you use it for the entire length between outlets. Do not use reducing coupling.

New conduit must not pass through existing foundations for standards.

**86-2.05A Material**

Conduit and conduit fitting must be UL or ETL listed and comply with the following:

**Conduit and Conduit Fitting Requirements**

| | |
|---|---|
| Type 1 | Hot-dip galvanized rigid steel conduit and conduit couplings must comply with UL 6 and ANSI C80.1. Zinc coating testing must comply with copper sulfate test requirements in UL 6. Conduit couplings for rigid steel conduit must be electrogalvanized. |
| Type 2 | Hot-dip galvanized rigid steel conduit must comply with requirements for Type 1conduit and be coated with polyvinyl chloride (PVC) or polyethylene. Exterior thermoplastic coating must have a minimum thickness of 35 mils. Internal coating must have a minimum thickness of 2 mils. Coated conduit must comply with UL 6; NEMA RN 1; or ETL PVC-001. |
| Type 3 | Rigid non-metallic conduit must comply with UL 651, UL 651A or UL 651B. Install at underground locations only. |
| Type 4 | Waterproof flexible metal conduit must consist of conduit with a waterproof non-metallic sunlight-resistant jacket over an inner flexible metal core. Type4 conduit must be UL listed for use as the grounding conductor. |
| Type 5 | Intermediate steel conduit and conduit couplings must comply with UL 1242 and ANSI C80.6. Zinc coating testing must comply with copper sulfate test requirements in UL 1242. Conduit couplings for intermediate rigid steel conduit must be electrogalvanized. Type 5 conduit must only be used if specified. |

Bonding bushings to be installed on metal conduit must be insulated and either galvanized or zinc alloy type.

Fittings for steel conduit and for watertight flexible metal conduit must be UL listed at UL 514B.

**86-2.05B Use**

Install Type 1 conduit on all exposed surfaces and at the following locations:

1. In concrete structures
2. Between a structure and nearest pull box

Exposed conduit installed on painted structure must be painted the same color as the structure.

Change or extend existing conduit runs using the same material. Install pull box if an underground conduit changes from the metallic type to Type 3.

Minimum trade size of conduit must be:

1. 1-1/2 inches from electrolier to adjacent pull box
2. 1 inch from pedestrian push button post to adjacent pull box
3. 2 inches from signal standard to adjacent pull box
4. 3 inches from controller cabinet to adjacent pull box
5. 2 inches from overhead sign to adjacent pull box
6. 1-1/2 inches if unspecified

Two conduits must be installed between controller cabinet and adjacent pull box.

**86-2.05C Installation**

Whether shop or field cut, ream ends of conduit to remove burrs and rough edges. Make cuts square and true. Slip joints and running threads are not allowed for coupling conduit. If a standard coupling cannot be used for coupling metal type conduit, use a threaded union coupling that is UL or ETL listed. Tighten couplings for metal conduit to maintain a good electrical connection through conduit run.

Cut Type 3 conduit with tools that will not deform the conduit. Use solvent weld for connections.

Cut Type 2 conduit with pipe cutters; do not use hacksaws. Coated conduit must be threaded with standard conduit-threading dies. Tighten conduit into couplings or fittings using strap wrenches or approved groove-joint pliers.

Protect shop-cut threads from corrosion as follows:

**Shop-Cut Thread Protection**

| | |
|---|---|
| Steel conduit and conduit couplings | ANSI C80.1 |
| Intermediate metal conduit and conduit couplings | ANSI C80.6 |

Paint conduits as specified in Section 91, "Paint." Apply 2 coats of approved unthinned zinc-rich primer of organic vehicle type. Do not use aerosol cans. Paint the following parts of conduits:

1. All exposed threads
2. Field-cut threads before installing conduit couplings to steel conduit
3. Damaged surfaces on metal conduit

Do not remove shop-installed conduit couplings.

Damaged Type 2 conduit or conduit coupling must be wrapped with at least 1 layer of 2 inch wide, 20 mil minimum thickness PVC tape, as specified in ASTM D 1000, with a minimum tape overlap of 1/2 inch. Before applying the tape, conduit or fitting must be cleaned and painted with 1 coat of rubber-resin based adhesive as recommended by the tape manufacturer. You may repair damaged spots in the thermoplastic coating by painting over with a brushing type compound supplied by the conduit manufacturer instead of the tape wrap.

The ends of Types 1, 2, or 5 conduit must be threaded and capped with standard pipe caps until wiring is started. The ends of Types 3 and 4 conduit must be capped until wiring is started. If caps are removed, replace with conduit bushings. Fit insulated bonding bushings on the end of metal conduit ending in pull box or foundation. Bell or end bushings for Type 3 conduit must be non-metallic type.

Conduit bends, except factory bends, must have a radius of not less than 6 times the inside diameter of the conduit. If factory bends are not used, bend the conduit without crimping or flattening using the longest radius practicable. Bend conduits as follows:

**Conduit-Bending Requirements**

| | |
|---|---|
| Type 1 | By methods recommended by the conduit manufacturer and with equipment approved for the purpose. |
| Type 2 | Use standard bending tool designed for use on thermoplastic coated conduit. Conduit must be free of burrs and pits. |
| Type 3 | By methods recommended by the conduit manufacturer and with equipment approved for the purpose. Do not expose conduit to direct flame. |
| Type 4 | -- |
| Type 5 | By methods recommended by the conduit manufacturer and with equipment approved for the purpose. |

Install pull tape in conduit that is to receive future conductors. The pull tape must be a flat woven lubricated soft-fiber polyester tape with a minimum tensile strength of 1,800 pounds and have printed sequential measurement markings every 3 feet. At least 2 feet of pull tape must be doubled back into the conduit at each end.

Existing underground conduit to be incorporated into a new system must be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Install conduit to a depth of not less than 30 inches below finished grade, except in sidewalk and curbed paved median areas, where it must be at least 18 inches below grade. You may lay conduit on existing pavement within new curbed median.

Conduit coupling must be a minimum of 6 inches from face of foundation.

Place a minimum of 2 inches of sand bedding in the trench before installing Type 2 or Type 3 conduit. Place a minimum of 4 inches of same material over conduit before placing additional backfill material.

Obtain approval from the Engineer before disturbing pavement. If obstruction is encountered, obtain approval from Engineer to cut small holes in the pavement to locate or remove obstruction If jacking or drilling method is used, keep jacking or drilling pit 2 feet away from edge of pavement. Pavement must not be weakened or subgrade softened from excess water use.

Conduit used for drilling or jacking must be removed; install new conduit for completed work. If a hole larger than the conduit is pre-drilled and you install conduit by hand or by method recommended by the conduit manufacturer with equipment approved for purpose, you may install Type 2 or Type 3 conduit under pavement.

If trenching in pavement method is specified, conduit installation under pavement that is not a freeway lane or freeway to freeway connector ramp, must comply with the following:

1. Use Type 3 conduit. Place conduit under pavement in a trench approximately 2 inches wider than the outside diameter of conduit, but not exceeding 6 inches in width. Trench depth must not exceed the greater of 12 inches or conduit trade size plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit must be a minimum of 9 inches below finished grade.
2. Trenching installation must be completed before placing final pavement layer.
3. Cut pavement to be removed with a rock cutting excavator. Minimize shatter outside the removal area.
4. Place conduit in bottom of trench and backfill with minor concrete as specified in Section 90-10, "Minor Concrete.". Minor concrete must contain a minimum of 590 pounds of cementitious material per cubic yard. If the trench is in asphalt concrete pavement and pavement overlay is not placed, backfill the top 1-3/4-inch of trench with minor HMA.
5. Before spreading HMA, apply tack coat as specified in Section 39, "Hot Mix Apshalt."
6. Backfill trenches, except for the top 0.10 foot, by the end of each day. The top 0.10 foot must be filled within 3 days after trenching.

Conduit installed beneath railroad tracks must be:

1. Type 1 or 2
2. 1-1/2-inch minimum diameter
3. Placed a minimum depth of 3 feet below bottom of tie

If jacking or drilling method is used, construct jacking pit to a minimum of 13 feet from the centerline of track at the near side of jacking pit. Cover jacking pit with substantial planking if left overnight.

Conduit ending in standard or pedestal must not extend more than 3 inches vertically above the foundation and must be sloped toward the handhole opening. Conduit entering through the side of non-metallic pull box must end inside the box within 2 inches of the wall and 2 inches above the bottom and be sloped toward the top of box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box must end 2 inches above the bottom and be located near the end walls to leave the major portion of the box clear. At outlet, conduit must enter from the direction of the run.

Underground conduit runs, including under sidewalks, that are adjacent to gasoline service stations or other underground gasoline or diesel storage, piping, or pumps and that lead to a controller cabinet, circuit breaker panel, service, or enclosure where an arc may occur during normal operations must be sealed if the conduit is within the limits specified in the NEC for Class 1, Division 1. Use Type 1 or Type 2 conduit for these runs.

Conduit for future use in structures must be threaded and capped. Conduit leading to soffit, wall, or other lights or fixtures below pull box grade must be sealed and made watertight, except where conduit ends in a No. 9 or No. 9A pull box.

Support for conduit in or on wall or bridge superstructure must comply with the following:

1. Steel hangers, steel brackets, and other fittings must comply with Section 75-1.03, "Miscellaneous Bridge Metal."
2. Construct precast concrete conduit cradles using minor concrete and commercial quality welded wire fabric. Minor concrete must comply with Section 90-10, "Minor Concrete," and contain a minimum of 590 pounds of cementitious material per cubic yard.. The cradles must be moist cured for a minimum of 3 days. Bond precast concrete cradles to structure with epoxy adhesives specified in one of the following:

    2.1. Section 95-2.03, "Epoxy Resin Adhesive for Bonding New Concrete to Old Concrete"
    2.2. Section 95-2.04, "Rapid Set Epoxy Adhesive for Pavement Markers"
    2.3. Section 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers"

3. Use pipe sleeve or form opening for conduit through bridge superstructure concrete. Sleeve or opening through either prestressed member or conventionally reinforced precast member must be:

    3.1. Transverse to the member
    3.2. Through the web
    3.3. Not more than 3 inches maximum gross opening in concrete

4. Where conduits pass through the abutment concrete, wrap conduit with 2 layers of asphalt-felt building paper securely taped or wired in place. Fill space around conduit that runs through bridge abutment wall with mortar as

specified in Section 51-1.135, "Mortar," except the proportion of cementitious material to sand must be 1 to 3. Fill the space around conduits that run through abutments after prestressing is completed.

5. Run surface-mounted conduit straight and true, horizontal or vertical on the wall, and parallel to wall on ceiling or other similar surfaces. Support conduit at a maximum of 5-foot intervals or closer where necessary to prevent vibration or unsightly deflection. The supports must include galvanized malleable iron conduit clamps and clamp backs secured with expansion anchorage devices as specified for concrete anchorage devices in Section 75-1.03, "Miscellaneous Bridge Metal." Threaded studs must be galvanized and be of the largest diameter that will pass through the mounting hole in conduit clamp.
6. Where pull boxes are placed in conduit runs, conduit must be fitted with threaded bushings and bonded.
7. Mark location of conduit end in structure, curb, or wall with a "Y" that is a minimum of 3 inches tall, directly above conduit.

### 86-2.05D Expansion Fittings

Install expansion fitting where the conduit crosses an expansion joint in structure. Each expansion fitting for metal conduit must include a copper bonding jumper having the ampacity specified in NEC.

Each expansion-deflection fitting for expansion joints of 1-1/2-inch movement rating must be watertight and include a molded neoprene sleeve, a bonding jumper, and 2 silicon bronze or zinc-plated iron hubs. Each fitting must allow a minimum of 3/4-inch expansion, contraction, and lateral deflection.

## 86-2.06 PULL BOXES

You may use a larger standard size pull box than that shown on the plans or specified. Pull box, cover, and extensions must be of the same material.

### 86-2.06A Materials

Pull box, cover, and extension for installation in ground or sidewalk area must be precast reinforced PCC or non-PCC material. Non-PCC material must:

1. Be fire resistant with a burn rate no greater than 0.3-inch per minute per 0.1 inch of thickness when tested as specified in ASTM D 635
2. Show no significant change in physical properties with exposure to weather
3. Be dense, free of voids or porosity, and gray or brown in color

Non-PCC pull box must comply with the following:

1. Top dimensions must not exceed the bottom dimensions by more than 1 inch.
2. Extension must be attached to pull box to maintain the minimum combined depths.
3. Cover must not fail and must not deflect more than 1/4 inch when a vertical force of 1,500 pounds is applied through a 1/2" x 3" x 6" steel plate to a non-PCC cover on a pull box. Center the steel plate on cover with its longitudinal axis coinciding with longitudinal axis of cover.

Non-PCC pull boxes must be of sufficient rigidity that when a designated concentrated force is applied perpendicularly to the midpoint of one of the long sides at the top while the opposite long side is supported by a rigid surface, it must be possible to remove the cover without the use of tools. The designated concentrated force must be 150 pounds for a No. 3-1/2 pull box and must be 100 pounds for a No. 5 or No. 6 pull box.

If a transformer or other device must be placed in a non-metallic pull box, include recesses for hanger.

Secure cover, except ceiling pull box cover, with 3/8-inch hold down bolts, cap screws, or studs, washers, and brass stainless steel or other non-corroding-metal nut. Stainless steel hardware must have an 18 percent or greater chromium content and an 8 percent or greater nickel content.

Galvanize ferrous metal parts as specified in Section 75-1.05, "Galvanizing."

Traffic pull box must be provided with steel cover and special concrete footing. Steel cover must have a embossed non-skid pattern.

Traffic pull box and cover must have a vertical proof-load strength of 25,000 pounds. Comply with Federal Specification RR-F-621 and distribute the 25,000 pound load through a 9" x 9" x 2" steel plate. You must be able to place the load anywhere on box and cover for 1 minute without causing cracks or permanent deformations.

No. 3-1/2(T) and No. 5(T) traffic pull box must be reinforced with a galvanized Z bar welded frame and cover similar to that shown on the plans for No. 6(T) pull box. Frame must be anchored to box with 1/4" x 2-1/4" concrete anchors. Four

concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors for must be included for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Hold down screws must be 3/8 inch hex flange cap screws of Type 316 stainless steel. Nut must be zinc plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread. Nut must be spot welded to the underside or manufactured with galvanized Z bar pull box frame.

Steel cover must be countersunk approximately 1/4 inch to accommodate bolt head. When tightened, bolt head must not exceed more than 1/8 inch above the top of cover. A 1/4 inch tapped hole and brass bonding screw must be included.

Concrete placed around and under traffic pull box must be minor concrete as specified in Section 90-10, "Minor Concrete."

### 86-2.06B Cover Marking

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of cover.

Marking letters must be between 1 inch to 3 inch high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least 1/4-inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4 inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
2. Use sheet steel strip at least 0.027-inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4 inch stainless steel rivets or 1/4 inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
3. Bead weld the letters on cover so that letters are raised a minimum of 3/32 inch.

### 86-2.06C Installation and Use

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

Pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of pull box in crushed rock.
2. Place a layer of roofing paper on crushed rock.
3. Place mortar over layer of roofing paper. Mortar must be 0.50 inch to 1 inch thick and be sloped toward the drain hole.
4. Make a 1-inch drain hole in center of pull box through mortar and roofing paper.
5. Place mortar between pull box and pull box extension, and around conduits.

Reconstruct sump of existing pull box if disturbed by your operations. Remove old grout and replace with new if the sump was grouted.

After installation of traffic pull box, install steel cover and keep bolted down when your activities are not in progress at the pull box. When steel cover is placed for final time, cover and Z bar frame must be cleaned of debris and securely tightened.

## 86-2.07 (BLANK)

## 86-2.08 CONDUCTORS AND CABLES

Conductor must be copper wire that complies with ASTM B 3 and B 8.

Wire size must comply with the following:

**Wire Size Requirements**

| Conductor usage | Requirement |
|---|---|
| In loop detector lead-in cable | ASTM B 286 |
| Everywhere except in loop detector lead-in cable | American Wire Gage (AWG)[a] |

[a]Except conductor diameter must not be less than 98 percent of specified AWG diameter.

Single conductor and cable, except detector lead-in cable, must have clear, distinctive, and permanent markings on the outer surface throughout its length. The markings must include the manufacturer's name or trademark, insulation type letter designation, conductor size, voltage, and temperature rating, and for cables, it must also include number of conductors.

**86-2.08A Conductor Identification**

Conductor insulation must be a solid color with a permanent stripe as specified below. The solid color must be homogeneous through the full depth of insulation. Identification stripe must be continuous throughout the length of conductor. For conductor sizes No. 2 and larger, the insulation may be black and the ends of the conductors must be taped for a minimum length of 20 inches with electrical insulating tape of the required color.

**Conductor Identification**

| Circuit | Signal Phase or Function | Identification | | | Size |
|---|---|---|---|---|---|
| | | Insulation Color[j] | | Band Symbols[f] | |
| | | Base | Stripe[a] | | |
| Vehicle Signals[a,b,d] | 2,6 | Red, Yel, Brn | Blk | 2,6 | 14 |
| | 4,8 | Red, Yel, Brn | Ora | 4,8 | 14 |
| | 1,5 | Red, Yel, Brn | None | 1,5 | 14 |
| | 3,7 | Red, Yel, Brn | Pur | 3,7 | 14 |
| | Ramp Meter 1 | Red, Yel, Brn | None | NBR | 14 |
| | Ramp Meter 2 | Red, Yel, Brn | Blk | NBR | 14 |
| Pedestrian Signals[d] | 2p,6p | Red, Brn | Blk | 2p,6p | 14 |
| | 4p,8p | Red, Brn | Ora | 4p,8p | 14 |
| | 1p,5p | Red, Brn | None | 1p,5p | 14 |
| | 3p,7p | Red, Brn | Pur | 3p,7p | 14 |
| Pedestrian Push Buttons[d] | 2p,6p | Blu | Blk | P-2,P-6 | 14 |
| | 4p,8p | Blu | Ora | P-4,P-8 | 14 |
| | 1p,5p | Blu | None | P-1,P-5 | 14 |
| | 3p,7p | Blu | Pur | P-3,P-7 | 14 |
| Traffic Signal Controller Cabinet | Ungrounded Circuit Conductor | Blk | None | CON-1 | 6 |
| | Grounded Circuit Conductor | Wht | None | CON-2 | 6 |
| Highway Lighting Pull Box to Luminaire | Ungrounded-Line 1 | Blk | None | NBR | 14 |
| | Ungrounded-Line 2 | Red | None | NBR | 14 |
| | Grounded | Wht | None | NBR | 14 |
| Multiple Highway Lighting | Ungrounded-Line 1 | Blk | None | ML1 | 10 |
| | Ungrounded-Line 2 | Red | None | ML2 | 10 |
| Lighting Control | Ungrounded to PEU | Blk | None | C1 | 14 |
| | Switching leg from PEU unit or SM transformer | Red | None | C2 | 14 |
| Multiple Service | Ungrounded-Line 1 (Signals) | Blk | None | NBR[e] | 6 |
| | Ungrounded-Line 2 (Lighting) | Red[i] | None | NBR[e] | 8 |
| Sign Lighting[h] | Ungrounded-Line 1 | Blk | None | SL-1 | 10 |
| | Ungrounded-Line 2 | Red | None | SL-2 | 10 |
| Flashing Beacons[g] | Ungrounded between Flasher and Beacons | Red or Yel | None | F-Loc.[c] | 14 |
| Grounded and Common | Pedestrian Push Buttons | Wht | Blk | NBR | 14 |
| | Signals and Multiple Lighting | Wht | None | NBR | 10 |
| | Flashing Beacons and Sign Lighting | Wht | None | NBR | 12 |
| | Lighting Control | Wht | None | C-3 | 14 |
| | Multiple Service | Wht | None | NBR | 14 |
| Railroad Preemption | | Blk | None | R | 14 |
| Spares | | Blk | None | NBR | 14 |

NBR = No Band Required PEU=Photoelectric unit
[a]On overlaps, insulation is striped for 1st phase in designation. e.g., phase (2+3) conductor is striped as for phase 2.
[b]Band for overlap and special phases as required.
[c]Flashing beacons having separate service do not require banding.
[d]These requirements do not apply to signal cable.
[e]"S" if circuit is switched on line side of service equipment by utility.
[f]Band conductors in each pull box and near ends of termination points. On signal light circuits, a single band may be placed around 2 or 3 ungrounded conductors comprising a phase.
[g]Ungrounded conductors between service switch and flasher mechanism must be black and banded.
[h]Conductors between ballasts and sign lighting lamps must be No. 16 and color must correspond to the ballast leads.
[i]Black acceptable for size No. 2 and larger. Tape ends for 20 inches with indicated color.
[j]Color Code: Yel-Yellow, Brn-Brown, Blu-Blue, Blk-Black, Wht-White, Ora-Orange, Pur-Purple.

**86-2.08B Multiple Circuit Conductors**

Conductor for multiple circuit must be UL or ETL listed and rated for 600 V(ac) operation. Insulation for No. 14 to No. 4 conductors must be one of the following:

1. Type TW PVC as specified in ASTM D 2219
2. Type THW PVC
3. Type USE, RHH, or RHW cross-linked polyethylene

Minimum insulation thickness must comply with the following:

**Insulation Thickness**

| Insulation Type | Conductor Size | Insulation Thickness (mils) |
|---|---|---|
| USE, RHH, or RHW | No. 14 to No. 10 | 39 |
| | No. 8 to No. 2 | 51 |
| THW or TW | No. 14 to No. 10 | 27 |
| | No. 8 | 40 |
| | No. 6 to No. 2 | 54 |

Insulation for No. 2 and larger conductor must be one of the types listed above or Type THWN.

Conductor for wiring wall and soffit luminaire must be stranded copper with insulation rated for use at temperatures up to 125 °C.

**86-2.08C Signal Cable**

Signal cable, except for the 28-conductor type, must:

1. Not be spliced
2. Be marked in each pull box with the signal standard information it is connecting to

Signal cable must comply with the following:

1. Cable jacket must be:

    1.1. Black polyethylene with an inner polyester binder sheath
    1.2. Rated for 600 V(ac) and 75 °C

2. Filler material, if used, must be polyethylene material.
3. Conductor must be solid copper with Type THWN insulation as specified in Section 86-2.08, "Conductors and Cables," and ASTM B 286. The minimum thickness of Type THWN insulation must be 12 mils for conductor sizes No. 14 to No. 12 and 16 mils for conductor size No. 10. The minimum thickness of nylon jacket must be 4 mils.

**Conductor Signal Cable Requirements**

| Cable Type[a] | Conductor Quantity and Type | Cable Jacket Thickness (mils) Average | Cable Jacket Thickness (mils) Minimum | Maximum Nominal Outside Diameter (inch) | Conductor Color Code | Remarks |
|---|---|---|---|---|---|---|
| 3CSC | 3 - No. 14 | 44 | 36 | 0.40 | blue/black, blue/orange, white/black stripe | Use for pedestrian push buttons and spare |
| 5CSC | 5 - No. 14 | 44 | 36 | 0.50 | red, yellow, brown, black, white | |
| 9CSC | 8 - No. 14<br>1 - No. 12 | 60 | 48 | 0.65 | No. 12 - white<br>No. 14 - red, yellow, brown, black, and red/black, yellow/black, brown/black, white/black stripe | |
| 12CSC | 11 - No. 14<br>1 - No. 12 | 60 | 48 | 0.80 | No. 12 - white<br>No. 14 - see "12CSC Color Code and Functional Connection" table | Use for vehicle signals, pedestrian signals, spares, and signal common |
| 28CSC | 27 - No. 14<br>1 - No. 10 | 80 | 64 | 0.90 | No. 10 - white<br>No. 14 - see "28CSC Color Code and Functional Connection" table | Keep signal commons in each cable separate except at the signal controller. Label each cable as "C1" or "C2" in pull box. Use "C1" for signal phases 1, 2, 3, and 4. Use "C2" for phases 5, 6, 7, and 8. |

[a]Conductor signal cable description starts with the number of conductors, followed by "CSC".
(e.g., a signal cable with 3 conductors is labeled "3CSC.")

**12CSC Color Code and Functional Connection**

| Color Code | Termination | Phase |
|---|---|---|
| Red | Vehicle signal red | 2, 4, 6, or 8 |
| Yellow | Vehicle signal yellow | 2, 4, 6, or 8 |
| Brown | Vehicle signal green | 2, 4, 6, or 8 |
| Red/black stripe | Vehicle signal red | 1, 3, 5, or 7 |
| Yellow/black stripe | Vehicle signal yellow | 1, 3, 5, or 7 |
| Brown/black stripe | Vehicle signal green | 1, 3, 5, or 7 |
| Black/red stripe | Spare, or use as required for red or DONT WALK | |
| Black/white stripe | Spare, or use as required for yellow | |
| Black | Spare, or use as required for green or WALK | |
| Red/white stripe | Ped signal DONT WALK | |
| Brown/white stripe | Ped signal WALK | |

**28CSC Color Code and Functional Connection**

| Color Code | Termination | Phase |
|---|---|---|
| Red/black stripe | Vehicle signal red | 2 or 6 |
| Yellow/black stripe | Vehicle signal yellow | 2 or 6 |
| Brown/black stripe | Vehicle signal green | 2 or 6 |
| Red/orange stripe | Vehicle signal red | 4 or 8 |
| Yellow/orange stripe | Vehicle signal yellow | 4 or 8 |
| Brown/orange stripe | Vehicle signal green | 4 or 8 |
| Red/silver stripe | Vehicle signal red | 1 or 5 |
| Yellow/silver stripe | Vehicle signal yellow | 1 or 5 |
| Brown/silver stripe | Vehicle signal green | 1 or 5 |
| Red/purple stripe | Vehicle signal red | 3 or 7 |
| Yellow/purple stripe | Vehicle signal yellow | 3 or 7 |
| Brown/purple stripe | Vehicle signal green | 3 or 7 |
| Red/2 black stripes | Ped signal DONT WALK | 2 or 6 |
| Brown/2 black stripes | Ped signal WALK | 2 or 6 |
| Red/2 orange stripes | Ped signal DONT WALK | 4 or 8 |
| Brown/2 orange stripes | Ped signal WALK | 4 or 8 |
| Red/2 silver stripes | Overlap A, C red | OLA, OLC |
| Brown/2 silver stripes | Overlap A, C green | OLA, OLC |
| Red/2 purple stripes | Overlap B, D red | OLB, OLD |
| Brown/2 purple stripes | Overlap B, D green | OLB, OLD |
| Blue/black stripe | Ped push button | 2 or 6 |
| Blue/orange stripe | Ped push button | 4 or 8 |
| Blue/silver stripe | Overlap A, C yellow | OLA(y), OLC(y) |
| Blue/purple stripe | Overlap B, D yellow | OLB(y), OLD(y) |
| White/black stripe | Ped push button common | |
| Black/red stripe | Railroad preemption | |
| Black | Spare | |

### 86-2.08D Signal Interconnect Cable (SIC)

Signal interconnect cable must be a 3-pair or 6-pair type with stranded tinned copper No. 20 conductors. Each conductor insulation must be 13 mils minimum nominal thickness, color-coded, polypropylene material. Conductors must be in twisted pairs. Color coding distinguishes each pair. Each pair must be wrapped with an aluminum polyester shield and must have a No. 22 or larger stranded tinned copper drain wire inside the shielded pair.

Cable jacket must be black, high density polyethylene, rated for a minimum of 300 V(ac) and 60 °C, and must have a minimum nominal wall thickness of 40 mils. Cable jacket or moisture-resistant tape directly under the outer jacket must be marked as specified in Section 86-2.08.

You must have a minimum of 6 feet of slack at each controller cabinet. Splicing is allowed only if shown on the plans.

Insulate conductor splice with heat-shrink tubing and overlap at least 0.6 inch. Cover overall cable splice with heat-shrink tubing and overlap the cable jacket at least 1-1/2 inch.

## 86-2.09 WIRING

Run conductors in conduit, except for overhead and temporary installations and where conductors are run inside poles.

Solder by hot iron, pouring, or dipping method, connectors and terminal lugs for conductor sizes No. 8 and smaller. Do not perform open-flame soldering.

### 86-2.09A Circuitry

Do not run traffic signal indication conductors to a terminal block on a standard unless connected to a mounted signal head.

Use only 1 conductor to connect to each terminal of a pedestrian push button.

The common for pedestrian push button circuit must be separate from traffic signal circuit grounded conductor.

### 86-2.09B Installation

Use a UL- or ETL-listed inert lubricant for placing conductors in conduit.

Pull conductors into conduit by hand using pull tape specified in Section 86-2.05C, "Installation." Do not use winches or other power-actuated pulling equipment.

If adding new conductors or removing existing conductors, remove all conductors, clean conduit as specified in Section 86-2.05C, "Installation," and pull all conductors in conduit as 1 unit.

If traffic signal conductors are run in lighting standard containing street lighting conductors from a different service point, you must encase the traffic signal conductors or the lighting conductors with a flexible or rigid metal conduit for a length until the 2 types of conductors are no longer in the same raceway.

If less than 10 feet above grade, enclose temporary conductors in flexible or rigid metal conduit.

Leave slack for each conductor as follows:

**Conductor Slack Requirements**

| Location | Slack (feet) |
|---|---|
| Signal standard | 1 |
| Lighting standard | 1 |
| Signal and lighting standard | 1 |
| Pull box | 3 |
| Splice | 3 |
| Standards with slip base | 0 |

After conductors are installed, seal ends of conduits with an approved sealing compound.

To form a watertight seal, tape ends of spare conductors and conductors ending in pull boxes.

Conductors and cables inside fixture or cabinet must be neatly arranged and tied together by function with self-clinching nylon cable ties or enclosed in plastic tubing or raceway.

Identify conductors for:

1. Signal overlap phase as specified for vehicle signals in the table titled "Conductor Identification."
2. Metered and unmetered conductors occupying the same pull box. Identify unmetered circuit conductors with "UNMETERED-STREET LTG," or "UNMETERED-COUNT STATION."

Permanently identify conductors by function. Place identification on each conductor, or each group of conductors forming a signal phase, at each pull box and near the end of conductors.

Label, tag, or band conductors by mechanical methods. Identification must not move along the conductors.

### 86-2.09C Connectors and Terminals

Connectors and terminals must be UL- or ETL-listed crimp type. Use manufacturer-recommended tool for connectors and terminals to join conductors. Comply with MIL-T-7928.

Terminate stranded conductors smaller than No. 14 in crimp style terminal lugs.

### 86-2.09D Splicing and Terminations

Splices are allowed for:

1. Grounded conductors in pull box.
2. Pedestrian push button conductors in pull box.
3. Conductors in pull box adjacent to each electrolier or luminaire.
4. Ungrounded traffic signal conductors in pull box, if traffic signals are modified.
5. Ungrounded traffic signal conductors to a terminal compartment or signal head on a standard with conductors of the same phase in the pull box adjacent to the standard.
6. Ungrounded lighting circuit conductors in pull box, if lighting circuits are modified.

### 86-2.09E Splice Insulation

Splice must function under continuous submersion in water.

Multi-conductor cable must be spliced and insulated to form a watertight joint and to prevent moisture absorption by the cable.

Low-voltage tape must be:

1. UL or ETL listed

2. Self-fusing, oil and flame-resistant, synthetic rubber
3. PVC, pressure-sensitive adhesive of 6 mils minimum thickness

Insulating pad must be a combination of an 80-mils thick electrical grade PVC laminate and a 120-mils thick butyl splicing compound with removable liner.

Heat-shrink tubing must comply with the following:

1. Be medium or heavy wall thickness, irradiated polyolefin tubing with an adhesive mastic inner wall.
2. Before contraction, minimum wall thickness must be 40 mils.
3. Heating must be as recommended by the manufacturer. Do not perform open-flame heating.
4. When heated, the inner wall must melt and fill crevices and interstices of the covered object and the outer wall must shrink to form a waterproof insulation.
5. After contraction, each end of the heat-shrink tubing or the open end of end cap of heat-shrink tubing must overlap the conductor insulation at least 1-1/2 inches. Coat ends and seams with electrical insulation coating.
6. Comply with requirements for extruded insulated tubing at 600 V(ac) in UL Standard 468D and ANSI C119.1, and the following requirements:

**Heat-Shrink Tubing Requirements**

| | |
|---|---|
| Shrinkage Ratio | 33 percent, maximum, of supplied diameter when heated to 125 °C and allowed to cool to 25 °C |
| Dielectric Strength | 350 kV per inch, minimum |
| Resistivity | $25^{13}$ Ω per inch, minimum |
| Tensile Strength | 2,000 psi, minimum |
| Operating Temperature | -40 °C to 90 °C (135 °C in emergency) |
| Water Absorption | 0.5 percent, maximum |

7. If 3 or more conductors are to be enclosed in 1 splice, place mastic around each conductor before placing inside tubing. Use mastic type recommended by heat-shrink tubing manufacturer.

You may use "Method B" as an alternative method for splice insulation. Use at least 2 thicknesses of electrical insulating pad. Apply pad to splice as recommended by manufacturer.

### 86-2.095 FUSED SPLICE CONNECTORS

Install a fused disconnect splice connector in each ungrounded conductor, between the line and the ballast, in the pull box adjacent to each luminaire. Connector must be accessible in the pull box.

For 240 and 480 V(ac) circuits, each connector must simultaneously disconnect both ungrounded conductors. Connector must not have exposed metal parts, except for the head of stainless steel assembly screw. Recess head of stainless steel assembly screw a minimum of 1/32 inch below top of plastic boss that surrounds the head.

Splice connector must protect fuse from water or weather damage. Contact between fuse and fuseholder must be spring loaded. Splice connector terminals must be:

1. Rigidly crimped, using a tool recommended by manufacturer of fused splice connector, onto ungrounded conductors
2. Insulated
3. Watertight

Fuses must be standard midget ferrule type, with "Non-Time-Delay" feature, and 13/32" x 1-1/2".

### 86-2.10 BONDING AND GROUNDING

Secure all metallic components, mechanically and electrically, to form a continuous system that is effectively grounded.

Bonding jumper must be copper wire or copper braid of the same cross sectional area as a No. 8 or larger to match the load. Equipment grounding conductors must be color coded as specified in NEC or be bare.

Attach bonding jumper to standard as follows:

**Bonding Jumper Attachment**

| Standard type | Requirements |
|---|---|
| Standard with handhole and traffic pull box lid cover | Use UL-listed lug and 3/16-inch diameter or larger brass or bronze bolt. Run jumper to conduit or bonding wire in adjacent pull box. Grounding jumper must be visible after the standard is installed and mortar pad is placed on foundation. |
| Standard without handhole | Use UL-listed ground clamp on each anchor bolt. |
| Slip-base standard | Use UL-listed ground clamp on each anchor bolt or attach UL-listed lug to bottom slip-base plate with 3/16-inch diameter or larger brass or bronze bolt. |

Ground one side of secondary circuit of step-down transformer.

Ground metal conduit, service equipment, and grounded conductor at service point as specified by NEC and service utility, except grounding electrode conductor must be No. 6 or larger.

Equipment bonding and grounding conductors are required in conduit. Run a No. 8 minimum bare copper wire continuously in conduit system. The bonding wire must be sized as specified in the NEC.

Ground electrode must be:

1. 1 piece
2. 10-foot minimum length of one of the following:

    2.1. Galvanized steel rod or pipe not less than 3/4 inch in diameter
    2.2. Copper clad steel rod not less than 5/8 inch in diameter

3. Installed as specified in NEC
4. Bonded to service equipment using one of the following:

    4.1. Ground clamp
    4.2. Exothermic weld
    4.3. No. 6 or larger copper conductor

On wood pole, metallic equipment mounted less than 8 feet above ground surface must be grounded.

Bond metallic conduit in non-metallic pull box using bonding bushing or bonding jumper.

Bond metallic conduit in metal pull box using bonding bushings and bonding jumpers connected to bonding wire running in the conduit system.

### 86-2.11 SERVICE

Electrical service installation and materials must comply with service utility requirements.

If service equipment is to be installed on utility-owned pole, you must furnish and install conduit, conductors, and other necessary material to complete service installation. Service utility will decide riser and equipment position.

Install service equipment early on to allow service utility to schedule its work before project completion.

Furnish each service with a circuit breaker that simultaneously disconnects all ungrounded service entrance conductors.

Circuit breakers must:

1. Be quick-break on either automatic or manual operation.
2. Have operating mechanism that is enclosed and trip-free from operating handle on overload.
3. Be trip indicating.
4. Have frame size plainly marked.
5. Have trip rating clearly marked on operating handle.
6. Have overload tripping of breakers not influenced by ambient temperature range of -18 °C to 50 °C.
7. Be internal trip type.
8. Be UL or ETL listed and comply with UL 489 or equal.
9. Have minimum interrupting capacity of 10,000 A, rms, if used as service disconnect.

Service equipment enclosure must be a NEMA 3R enclosure with dead-front panel and a hasp with a 7/16-inch hole for a padlock. Enclosure must be field marked as specified in the NEC to warn qualified persons of potential electric arc flash hazards.

Service equipment enclosure, except Types II and III, must be galvanized or have a factory-applied rust-resistant prime coat and finish coat.

Types II and III service equipment enclosures must be manufactured from one of the following:

1. Galvanized sheet steel
2. Sheet steel plated with zinc or cadmium after manufacturing
3. Aluminum

Manufacture service equipment enclosure as specified in Section 86-3.04A, "Cabinet Construction." Overlapping exterior seams and doors must comply with requirements for NEMA 3R enclosures in the NEMA Enclosure Standards.

If an alternative design is proposed for Type II or III service equipment enclosure, submit plans and shop drawings to the Engineer for approval before manufacturing.

Except for falsework lighting and power for your activities, when you submit a written request, the Engineer will arrange:

1. With the service utility to complete service connections for permanent installations and the Department will pay all costs and fees required by the service utility. Submit request at least 15 days before service connections are required.
2. For furnishing electrical energy. Energy used before contract completion will be charged to you, except cost of energy used for public benefit as ordered by the Engineer will be paid by the Department or local authorities.

Full compensation for furnishing and installing State-owned or permanent service poles, service equipment, conduit, conductors, and pull boxes, including equipment, conduit, and conductors placed on utility-owned poles, is included in the contract item of electrical work involved and no additional compensation will be allowed therefor.

If the service point is indeterminate and is shown on the plans as "approximate location" or "service point not yet established," the labor and materials required for making the connection between the service point, when established, and the nearest pull box shown on the plans will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

### 86-2.12 WOOD POLES

Wood poles must comply with the following:

1. Class 5 or larger as specified in ANSI O 5.1
2. Less than 180-degree twist in grain over the full length
3. 4-inch or less sweep
4. Beveled top
5. Placed in ground at least 6 feet
6. Length must be:

    6.1. 25 feet for service pole
    6.2. 35 feet for other

After each pole is set in ground, backfill space around pole with selected earth or sand, free of rocks and other deleterious material, placed in 4-inch thick layers. Moisten each layer and thoroughly compact.

Manufacture mast arm from standard pipe, free from burrs. Each mast arm must have an insulated wire inlet and wood pole mounting brackets for mast arm and tie-rod cross arm. Manufacture tie rod from structural steel and pipe.

Mount mast arm for luminaire to provide a 34-foot mounting height for a 200 W high pressure sodium luminaire and 40-foot mounting height for 310 W high pressure sodium luminaire. Traffic signals and flashing beacons on mast arm must provide a minimum vertical clearance of 17 feet from bottom of equipment to pavement.

After manufacturing, pressure-treat pole as specified in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4B, Commodity Specification D.

If specified, treat pole with waterborne wood preservative.

### 86-2.13 LIGHTING AND SIGN ILLUMINATION CONTROL

Enclosure for the circuit breaker for lighting and sign illumination control must:

1. Be NEMA 3R
2. Be galvanized, cadmium plated, or powder-coated
3. Include dead front panel and a hasp with a 7/16 inch diameter hole for padlock

## 86-2.14 TESTING

### 86-2.14A Materials Testing

Deliver material and equipment to be tested to either the Transportation Laboratory or a testing location ordered by the Engineer.

Allow 30 days for acceptance testing from the time material or equipment is delivered to test site. You must pay for all shipping, handling, and related transportation costs associated with testing. If equipment is rejected, you must allow 30 days for retesting. Retesting period starts when corrected equipment is delivered to test site. You must pay for all retesting costs. Delays resulting from submittal of non-compliant materials do not relieve you from executing the contract within the allotted time.

If equipment submitted for testing does not comply with specifications, remove the equipment within 5 business days after notification that the equipment is rejected. If equipment is not removed within that period, it may be shipped to you at your expense.

When testing is complete, you will be notified. You must pick up the equipment at the test site and deliver it to the job site.

Testing and quality control procedures for all other traffic signal controller assemblies must comply with NEMA TS Standards for Traffic Control Systems.

### 86-2.14B Field Testing

Before starting functional testing, perform the following tests in the presence of the Engineer:

#### 86-2.14B(1) Continuity

Test each circuit for continuity.

#### 86-2.14B(2) Ground

Test each circuit for grounds.

#### 86-2.14B(3) Insulation Resistance

Perform insulation resistance test at 500 V(dc) on each circuit between the circuit and a ground. Insulation resistance must be 10 MΩ minimum on all circuits, except for inductive loop detector circuits that must have an insulation resistance value at least 100 MΩ.

### 86-2.14C Functional Testing

Test periods must comply with Section 86-1.07, "Scheduling of Work."

Acceptance of new or modified traffic signal will be made only after all traffic signal circuits have been thoroughly tested.

Perform functional test to show that each part of the system functions as specified.

Functional test for each new or modified system must include at least 5 business days of continuous, satisfactory operation. If unsatisfactory performance of the system occurs, the condition must be corrected and the system retested until the 5 business days of continuous, satisfactory operation is obtained.

Except for new or modified parts of existing lighting circuit and sign illumination system, the State or local agency will maintain the system during test period and pay the electrical energy cost. Except for electrical energy, you must pay the cost of necessary maintenance performed by the State or local agency on new circuits or on the portions of existing circuits modified under the contract.

Shutdown of electrical system caused by traffic from a power interruption or from unsatisfactory performance of State-furnished materials does not constitute discontinuity of the functional test.

## 86-2.15 GALVANIZING

Galvanize as specified in Section 75-1.05, "Galvanizing." Cabinet material may be galvanized before manufacturing as specified in ASTM A 653/653M, Coating Designation G 90.

Steel pipe standard and pipe mast arm must be hot-dip galvanized after manufacturing and must comply with Section 75-1.05, "Galvanizing." . Remove spikes from galvanized surfaces.

A minimum of 10 inches of upper end of anchor bolts, anchor bars or studs, and nuts and washers must be galvanized as specified in Section 75-1.05, "Galvanizing."

After galvanizing, bolt threads must accept galvanized standard nuts without requiring tools or causing removal of protective coatings.

Galvanizing existing materials in an electrical installation will not be required.

**86-2.16 PAINTING**

Paint electrical equipment and material as specified in Section 59, "Painting," and the following:

1. Use paint material specified in Section 91, "Paint."
2. Factory or shop cleaning methods for metals are acceptable if equal to the methods specified.
3. Instead of temperature and seasonal restrictions for painting as specified in Section 59, "Painting," paint may be applied to equipment and materials for electrical installations if ordered by the Engineer.
4. Ungalvanized ferrous surface to be painted must be cleaned before applying prime coat. Blast cleaning is not required.
5. If an approved prime coat is applied by manufacturer, and in good condition, the 1st primer application is not required.
6. Existing equipment to be painted in the field, including State-furnished equipment, must be washed with a stiff bristle brush using a solution of water containing 2 tablespoons of heavy duty detergent powder per gallon. After rinsing, surface must be wire-brushed with a coarse, cup-shaped, power-driven brush to remove badly bonded paint, rust, scale, corrosion, grease, or dirt. Dust or residue remaining after wire brushing must be removed before priming.
7. Do not paint galvanized metal guard post, galvanized equipment, State-furnished controller cabinet, and wood poles for traffic signal or flashing beacon.
8. New galvanized metal surface to be painted in the field must be cleaned as specified for existing equipment before applying the prime coat. Do not wire brush new galvanized surface.
9. After erection, examine exterior surface for damaged primer, clean, and spot coat with primer.
10. Paint Types II and III steel service equipment enclosures with a polymeric or an enamel coating system matching Color No. 14672, light green, of Federal Standard 595B. Coating must be commercially smooth and free of flow lines, paint washout, streaks, blisters, and other defects that would impair serviceability or detract from general appearance. Coating must comply with the following:

    10.1. Coating hardness - Finish must have pencil lead hardness of HB, minimum, using an Eagle Turquoise pencil.
    10.2. Salt spray resistance - Undercutting coating system's film must not exceed 1/8-inch average, from lines scored diagonally and deep enough to expose the base metal, after 336 hours of exposure in a salt spray cabinet complying with ASTM B 117.
    10.3. Adherence - Must not have coating loss when tested as specified in California Test 645. Perform testing by applying coating to 4" x 8" x 0.024" test specimens of the same material as the cabinet, using the same application method.

11. Finish interior of metal signal visor, louver, and front face of back plates with 2 applications of lusterless black exterior grade latex paint formulated for application to properly prepared metal surface. Good condition factory finish will be acceptable.
12. Finish metal signal section, signal head mounting, brackets and fittings, outside of visor, pedestrian push button housing, pedestrian signal section and visor, and back face of back plate with 2 applications of lusterless black or dark olive green exterior grade latex paint formulated for application to properly prepared metal surface. Match dark olive green color to Color Chip No. 68 filed at the Transportation Laboratory.
13. Prepare and finish conduit and conduit fitting above ground the same as adjacent standard or post.
14. Relocated, reset or modified equipment previously finished as specified in this section, except for previously-finished galvanized standard with traffic signal yellow enamel, must be given a spot finishing application on newly primed areas and 1 finishing application over the entire surface. If signal face or mounting brackets are required to be painted under this section, all signal faces and mounting brackets on the same mounting must be repainted.
15. Small rusted or repaired areas of relocated or reset galvanized equipment must be cleaned and painted as specified in Section 75-1.05, "Galvanizing," for repairing damaged galvanized surfaces.
16. Stencil equipment number neatly on the standard or adjacent structure. Obtain number from the Engineer.
17. Perform painting neatly. The Engineer reserves the right to require use of brushes if the work performed by paint spraying machine is unsatisfactory.

## 86-3 CONTROLLER ASSEMBLIES

### 86-3.01 CONTROLLER ASSEMBLIES

A controller assembly houses a complete mechanism for controlling the operation of traffic signals or other systems.

Model 170 and Model 2070, specified as a Model 170/2070 controller assembly, includes a Model 170, 170E or 2070 controller unit, a wired cabinet, and all auxiliary equipment required to control the system.

### 86-3.02 (BLANK)

### 86-3.03 (BLANK)

### 86-3.04 CONTROLLER CABINETS

Controller cabinets for controller assemblies other than Model 170/2070 must comply with the following:

#### 86-3.04A Cabinet Construction

Cabinet must be rainproof and the top crowned 1/2 inch or slanted toward the back to prevent standing water.
Cabinet and door must be manufactured from one of the following:

1. 0.073-inch minimum thickness cold-rolled steel with continuously-welded exterior seams
2. 0.073-inch minimum thickness stainless steel with overlapping exterior seams complying with Type 4 enclosures of the NEMA Enclosure Standards
3. 0.125-inch minimum thickness aluminum with continuously-welded exterior seams

Exterior welds must be ground smooth and edges filed to a radius of at least 0.03 inch.
Cabinet manufactured from cold-rolled steel must comply with Section 86-2.16, "Painting," and the following:

1. Cabinet manufactured from cold-rolled steel must be finished with a polymeric or an enamel coating system conforming to Color No. 14672 of Federal Standard 595B.
2. Cabinet must not have coating loss when 2 test specimens, 4" x 8", of the same material and coating as the cabinet are tested. Two 9-inch-diagonal scratches exposing bare metal will be made on a specimen. Soak specimen in demineralized water for 192 hours. Tightly affix a 1-inch wide strip of masking tape to the surface and remove with one quick motion. Specimen showing evidence of blistering, softening, or peeling of paint or coating from the base metal will be rejected. Testing must comply with California Test 645, except passing 180 Degree Bend Test is not required.
3. Metal must be prepared by the 3-step, iron phosphate conversion coating bonderizing technique.
4. Inside walls, doors, and ceiling of the housing must be the same as the outside finish.

Cabinet manufactured from stainless steel must comply with the following:

1. Use annealed or quarter-hard stainless steel that complies with ASTM A 666 for Type 304, Grades A or B.
2. Use gas tungsten arc welding (GTAW) process with bare stainless steel welding electrodes. Electrodes must comply with AWS A5.9 for ER308 chromium-nickel bare arc welding electrodes.
3. Procedures, welder, and welding operator must comply with requirements and practices recommended in AWS C5.5.
4. Ground or brush exposed, exterior surfaces of stainless steel cabinet to a 25 to 50-microinch finish using iron-free abrasives or stainless steel brushes.
5. After grinding or brushing, cabinet must not show rust discoloration when:

    5.1. Exposed for 48 hours in a salt spray cabinet as specified in ASTM B 117
    5.2. Exposed 24 hours in a tap water spray cabinet with the water temperature between 38 °C and 45 °C

6. After the test, cabinet showing rust discoloration anywhere on its surface will be rejected. Rejected cabinets may be cleaned, passivated, and resubmitted for testing.

Cabinet manufactured from aluminum sheet must comply with ASTM B 209 or B 209M for 5052-H32 aluminum sheet, and the following:

1. Use gas metal arc welding (GMAW) process with bare aluminum welding electrodes. Electrodes must comply with AWS A5.10 for ER5356 aluminum alloy bare welding electrodes.
2. Procedures, welder, and welding operator for welding must comply with requirements in AWS B3.0, "Welding Procedure and Performance Qualification," and to practices recommended in AWS C5.6.
3. Surface finish of each aluminum cabinet must comply with MIL-A-8625 for a Type II, Class I coating, except anodic coating must have a minimum thickness of 0.0007 inch and a minimum coating weight of 0.001 ounce per square inch. The anodic coating must be sealed in a 5 percent aqueous solution of nickel acetate, pH 5.0 to 6.5, for 15 minutes at 97 °C. Before applying anodic coating, clean and etch cabinets using the steps below:

    3.1. Clean by immersing into inhibited alkaline cleaner, Oakite 61A, Diversey 909, or equal, 6 to 8 ounces per gallon at 71 °C for 5 minutes.
    3.2. Rinse in cold water.
    3.3. Etch in solution of 1-1/2 ounce of sodium fluoride and 4 to 6 ounces of sodium hydroxide per gallon of distilled water at 60 °C to 65 °C for 5 minutes.
    3.4. Rinse in cold water.
    3.5. Immerse in 50 percent by volume nitric acid solution at room temperature for 2 minutes.
    3.6. Rinse in cold water.

Cabinet must have:

1. Single front door with:

    1.1. 44-inch maximum door width.
    1.2. Lock, when closed and latched, that is locked.
    1.3. Police panel mounted on door, equipped with a keyed lock and 2 police keys. Each police key must have a shaft at least 1-3/4 inch in length.

2. Dust-tight gasketing on all door openings, permanently bonded to the metal. Mating surface of the gasketing must be covered with silicone lubricant to prevent sticking.
3. Handle that:

    3.1. Allows padlocking in closed position
    3.2. Has a minimum length of 7 inches
    3.3. Has a 5/8-inch, minimum, steel shank
    3.4. Is manufactured of cast aluminum, or zinc-plated or cadmium-plated steel

4. Cabinet door frame with:

    4.1. Latching mechanism that:

        4.1.1. Holds tension on and forms a firm seal between door gasketing and frame.
        4.1.2. Is a 3-point cabinet latch with nylon rollers that have a minimum diameter of 3/4 inch and equipped with ball bearings.
        4.1.3. Has a center catch and a pushrod made of zinc-plated or cadmium-plated steel. Pushrod must be at least 1/4" x 3/4" and turned edgewise at outer supports. Cadmium plating must comply with MIL-QQ-416. Zinc plating must comply with MIL-QQ-325.

    4.2. Hinging that:

        4.2.1. Has 3-bolt butt hinges, each having a stainless steel fixed pin. Hinges must be stainless steel or may be aluminum for aluminum cabinet.
        4.2.2. Is bolted or welded to the cabinet. Hinge pins and bolts must not be accessible when door is closed.
        4.2.3. Has a catch to hold the door open at 90 degrees and 180 degrees, ± 10 degrees, if a door is larger than 22 inches in width or 6 square feet in area. Catch must be at least 3/8-inch diameter, stainless steel plated rod capable of holding door open at 90 degrees in a 60 mph wind at an angle perpendicular to the plane of the door.

5. Lock that:

5.1. Is solid brass, 6-pin tumbler, rim type
5.2. Has rectangular, spring-loaded bolts
5.3. Is left hand and rigidly mounted with stainless steel machine screws approximately 2 inches apart
5.4. Extends 1/8 to 3/8 inch beyond the outside surface of door

6. 2 keys that are removable in the locked and unlocked positions.

Submit alternative design details for review and approval before manufacturing cabinet.
Use metal shelves or brackets that will support controller unit and auxiliary equipment.
Machine screws and bolts must not protrude outside the cabinet wall.

**86-3.04B Cabinet Ventilation**

Each controller cabinet must have:

1. 8 screened, 1/2-inch diameter or larger, raintight vent holes, in lower side or bottom of cabinet. You may use louvered vents with a permanent metal mesh or 4-ply woven polypropylene air filter held firmly in place, instead.
2. Electric fan with ball or roller bearings and capacity of at least 100 cubic feet per minute. Fan must be thermostatically controlled and manually adjustable to turn on between 32 °C and 65 °C with a differential of not more than 6 °C between automatic turn on and turn off. Fan circuit must be fused at 125 percent of ampacity of installed fan motor.

Fan and cabinet vent holes must be positioned to direct bulk of airflow over controller unit or through ventilating holes of controller unit.

**86-3.04C Cabinet Wiring**

Conductors used in controller cabinet wiring must:

1. Be neatly arranged and laced, or enclosed in plastic tubing or raceway.
2. End with properly sized captive or spring-spade terminal or be soldered to a through-panel solder lug on the back side of the terminal block. Apply crimp-style connector with proper tool to prevent opening of handle until crimp is completed.

Controller cabinet must have an equipment grounding conductor bus that is grounded to the cabinet and connected to metal conduit system or other approved ground with a No. 8, or larger, grounding conductor.

With all cabinet equipment in place and connected, resistance between grounded conductor terminal bus and equipment grounding conductor bus must be 50 MΩ, minimum, when measured with an applied voltage of 150 V(dc).

If direct current is to be grounded, connect to equipment ground only.

Use two or more terminal blocks for field connection. Install field terminal within 22 inches from front of cabinet and orient for screwdriver operation. Terminal must be a minimum of 5 inches above foundation.

No more than 3 conductors per terminal are allowed. Two flat metal jumpers, straight or U shaped, may be placed under terminal screw. At least 2 full threads of terminal screws must be fully engaged when screw is tightened. Live parts must not extend beyond the barrier.

## 86-3.05 CABINET ACCESSORIES

**86-3.05A Labels**

Include permanently printed, engraved, or silk-screened label for equipment and removable items of equipment.

Labeling must match cabinet wiring diagram. Label for shelf-mounted equipment must be on shelf face below item. Label for wall-mounted equipment must be below item.

**86-3.05B Convenience Receptacle**

Mount convenience receptacle in a readily accessible location inside the cabinet.

Convenience receptacle must be a duplex, 3-prong, NEMA 5-15R grounding type outlet that complies with UL Standard 943.

**86-3.05C Surge Arrestor**

Surge arrestor must reduce effects of power line voltage transients and have ratings as follows:

**Surge Arrestor Requirements**

| | |
|---|---|
| Recurrent peak voltage | 184 V(ac) |
| Energy rating, maximum | 20 J |
| Power dissipation, average | 0.85 W |
| Peak current for pulses less than 7 µs | 1,250 A |

Standby current must be 1 mA or less for 120 V(ac), 60 Hz sinusoidal input.

### 86-3.05D Terminal Blocks

Terminal block must be rated 600 V(ac), minimum, and have nickel-, silver-, or cadmium-plated brass binder head screw terminal.

Heavy duty terminal block must be rated at 20 A and have 12 position with No. 10 x 5/16-inch nickel-plated brass binder head screws and nickel-plated brass inserts. Each position must have 2 screw-type terminals. Terminal block must be barrier type with shorting bars in each of the 12 positions, and must have integral type marking strips.

Light duty terminal block must be rated at 5 A and have 12 positions with No. 6 x 1/8 inch binder head screws. Each position must have 1 screw-type terminal.

## 86-3.06 COMPONENTS

### 86-3.06A Toggle Switches

Toggle switch must

1. Have poles as required
2. Be rated at 200 percent of circuit current for circuits of 10 A or less and 125 percent of circuit current for circuits over 10 A

### 86-3.06B Cartridge Fuses

Install cartridge fuse in panel-mounted fuseholder. Fuse type and rating must be as recommended by the fuse manufacturer for protecting the load.

### 86-3.06C Circuit Breakers

Circuit breaker must comply with Section 86-2.11, "Service," except breaker must have a minimum interrupting capacity of 5,000 A, rms.

### 86-3.06D Connectors

Use connector designed to interconnect various parts of circuit together and constructed for the application involved. Design connector for positive connection of circuit and easy insertion and removal of mating contacts. Connector must be permanently keyed to prevent improper connection of circuit.

Connector, or device plugging into connector, must have positive connection to prevent a circuit from breaking due to vibration, a pull on connecting cable, or similar disruptive force.

## 86-3.07 ACCESSORIES

Accessories must comply with the following:

### 86-3.07A Telephone Bridge

Telephone bridge must comply with the following:

#### 86-3.07A(1) General Description

Dual 5-way active data bridge must include:

1. 4-wire transmission interconnection between a dedicated common port and 4 multiple ports. Ports must be characterized by a balanced 600 Ω terminating impedance. The module's active circuit must allow unused multiple ports to be left unterminated without affecting the transmission response of ports in use.
2. Splitter channel and combiner channel. Connect multiple inputs to a common output in combiner channel. Connect common input to multiple outputs in splitter channel. Splitter and combiner must be separate and independent, allowing operation in full-duplex data transmission applications. Input, output, and line monitor jacks on front panel

of bridge must allow isolated-module, isolated-facility, and cross-bridge measurement of transmission parameters in both, splitter and combiner channels.

3. Front-panel-accessible potentiometers with continuous adjustment of cross-bridge loss or gain within -30 to -10 dB and -10 to +10 dB ranges. Select either range for each channel. Adjusted level must be same for all cross-bridge port combinations so if the splitter-channel potentiometer is set for +3 dB gain, all common-to-multiple-port paths in the splitter channel must receive a +3 dB level increase.
4. Input voltage of -22 to -56 V(dc) at a maximum current of 60 mA.

Individually package each dual 5-way active bridge unit in housing. Circuitry must be solid state, constructed on removable industry standard circuit boards with plug in edge connectors. Test jack, edge connector, and external plug connector must be made of material suitable for use in above stated environment without deterioration of electrical connection for useful life of equipment. Physical size of case must not exceed 225 cubic inches and must be suitable for mounting to frame of field cabinet. Use mounting holes to attach unit to one side of frame of relay rack.

Include input and output ports for 5 full duplex telephone circuits with input and output ports labeled as to function. Level control, or switches and level adjustment potentiometers, and input and output level test jacks must provide external adjustments without removal of the housing.

### 86-3.07A(2) Application

Use dual 5-way active data bridge to interconnect 4-wire data modems to a common data channel or link. At the distant end, terminate common data link into a computer that may time sequentially poll outlying or remote data terminals. Use bridge for central transmission arrangement, or "hubbing" network, to extend data transmission to outlying terminals.

To expand number of multiple ports of a 4-wire data hubbing network in a tandem bridge arrangement, directly connect 1 multiple port in each channel of 1st bridge to common port of the same channel of 2nd bridge to get a 4-wire data bridge with 1 common and 7 multiple ports.

### 86-3.07A(3) Circuit Description

Combiner channel of dual 5-way active data bridge must have a variable-gain-integrated-circuit operational amplifier with an input summing circuit. Summing circuit must add transmission energy from all multiple input ports at low-impedance summing point for input port isolation. Connect amplifier output to transformer for balanced connection to facility.

Splitter channel must include a transformer-input, variable-gain, integrated-circuit operational amplifier and power amplifier. Power transformer output must be very low impedance and drive eight 300 Ω resistors to derive proper impedance at multiple output circuits and provide isolation between output circuits.

Multiple ports in bridge splitter and combiner channels must be isolated, and balanced by output transformer and matched precision resistors in each channel.

### 86-3.07A(4) Electrical Requirements

Comply with following electrical requirements:

**Electrical Requirements**

| Specification | Requirement |
|---|---|
| Splitter channel loss or gain | -30 to +10 dB usable range |
| Combiner channel loss or gain | -30 to +10 dB usable range |
| Maximum output level (overload point) | Splitter: +5 dBm<br>Combiner: +12 dBm |
| Level change with loading | 1 dB max, 1 port to all ports loaded |
| Input port impedance | Splitter (multiple ports): 600 Ω balanced<br>Combiner (common port): 600 Ω balanced |
| Output port impedance | Splitter (multiple ports): 600 Ω balanced<br>Combiner (common port): 600 Ω balanced |
| Harmonic distortion | Splitter: less than 1percent at +3 dBm<br>Combiner: less than 1 percent at +8 dBm |
| Noise | 20 dBm max |
| Frequency response | ±1 dB re 1,000 Hz level, 300 to 5,000 Hz |
| Delay distortion | Less than 75 µs, 400 to 3,000 Hz |
| Cross-port coupling loss (crosstalk) | Greater than 55 dB |
| Input power | -22 to -56 V(dc), 60 mA max |
| Operating environment | -7 °C to 54 °C, humidity to 95% (no condensation) |
| Mounting | 1 position |

### 86-3.07A(5) Testing and Troubleshooting

You must have complete testing and troubleshooting instructions, circuit diagrams and pictorial component location, and identification guides for each unit.

## 86-4 TRAFFIC SIGNAL FACES AND FITTINGS

### 86-4.01 VEHICLE SIGNAL FACES

Each vehicle signal face must:

1. Be adjustable and allow for 360-degree rotation about vertical axis
2. Comply with ITE publication ST-017B, "Vehicle Traffic Control Signal Heads"
3. Comply with California Test 604, except for arrow and "X" faces
4. Have 3 sections arranged vertically: red at top, yellow at center, and green at bottom
5. Be of the same manufacturer and material, if more than 1 is installed at an intersection, except for programmed visibility type
6. Be sealed with neoprene gasket at top opening
7. Be LED modules

### 86-4.01A Signal Sections

Each signal section must comply with the following:

1. Maximum height must be 10-1/4 inches for an 8-inch section and 14-3/4 inches for a 12-inch section.
2. Housing must:

    2.1. Be either die-cast or permanent mold-cast aluminum, or if specified, be structural plastic.
    2.2. Comply with ITE publication ST-017B if die-cast or permanent mold-cast aluminum is used.
    2.3. Have a 1-piece, hinged, square-shaped door designed to allow access for relamping without the use of tools. Door must be secured to hold the door closed during loading tests. Module or lens must be watertight and mounted in the door.

3. Hinge pins, door latching devices, and other exposed hardware must be Type 304 or 305 stainless steel. Interior screws and fittings must be stainless steel, or steel with a corrosion resistant plating or coating.
4. Opening must be placed on top and bottom to receive 1-1/2-inch pipe. The 8-inch and 12-inch sections of an individual manufacturer must be capable of joining to form a signal face in any combination. This interchangeability is not required between metal and plastic sections.
5. Gaskets must be made of a material that is not affected if installed in a section with metal or plastic housing that is continuously operated for 336 hours.

Structural failure is described as follows:

**Signal Section Structural Failure**

| Signal Section Type | Requirements | Description of Structural Failure |
|---|---|---|
| Metal | California Test 666 | Fracture within housing assembly or deflection of more than half the lens diameter of signal section during wind load test |
| Plastic | California Test 605 | Fracture within housing assembly or deflection of more than 10 degrees in either the vertical or horizontal plane after wind load has been removed from front of signal face, or deflection of more than 6 degrees in either the vertical or horizontal plane after wind load has been removed from back of signal face |

**86-4.01A(1) Metal Signal Sections**

Each metal signal section must have a metal visor. Metal signal faces requiring backplates must have metal backplates.

**86-4.01A(2) Plastic Signal Sections**

Housing must be molded in 1 piece, or fabricated from 2 or more pieces and joined into a single piece. Plastic must have ultraviolet stability, be unaffected by lamp heat, and be self-extinguishing. Housing and door must be colored throughout and be black, matching Color No. 17038, 27038, or 37038 of Federal Standard 595B.

Each face section must be joined to adjacent section by one of the following:

1. Minimum of 3 machine screws for 8-inch sections and 4 machine screws for 12-inch sections, installed through holes near front and back of housing. Each screw must be a No. 10 and have a nut, flat washer, and lock washer.
2. Two machine screws, each with a nut, flat washer, and lock washer, installed through holes near the front of the housing, and a fastening through the 1-1/2-inch pipe opening. Fastening must have 2 large flat washers to distribute the load around the pipe opening and 3 carriage bolts, each with a nut and lock washer. Minimum screw size must be No. 10. Minimum carriage bolt size must be 1/4 inch.

Supporting section of each signal face supported only at top or bottom must have reinforcement.

Reinforcement plate must be either sheet aluminum, galvanized steel, or cast aluminum. Each plate must be a minimum of 0.11-inch thick and have a hole concentric with 1-1/2-inch pipe-mounting hole in the housing. Place reinforcement plate as follows:

**Reinforcement Plate Placement**

| Type of Reinforcement Plate | Placement |
|---|---|
| Sheet aluminum | Inside and outside of housing |
| Galvanized steel | Inside of housing |
| Cast aluminum | Outside of housing |

Reinforcement plates placed outside of the housing must be finished to match signal housing color and be designed to allow proper serrated coupling between signal face and mounting hardware. Minimum of 3 No. 10 machine screws must be installed through holes in each plate and matching holes in the housing. Each screw must have a round or binder head, a nut, and lock washer.

If signal face is supported by a Type MAS side attachment slip-fitter inserted between 2 sections, place spacers between the 2 sections. Vertical dimension of spacers must allow proper seating of serrations between the slip-fitter and the 2 sections. In addition to the fastening through the large openings in housing, the 2 sections must join with at least 2 machine

screws through holes near the front of housing and the spacers, and through matching holes in a reinforcing plate installed in housing. Machine screws must be No. 10 minimum size. Spacers must be made of same material as signal housing.

If reinforcing webs are used to connect back of housing to top, bottom, and sides, reinforcing plates are not required.

Holes for machine screws must be either cast or drilled during signal section manufacturing. Surround each hole with a 1/8-inch minimum width boss to allow contact between signal sections about axis of hole.

Each plastic signal section must have a plastic or metal visor. Plastic signal faces requiring backplates must have plastic backplates.

Serrated nylon washer must be inserted between each plastic signal section and metal mounting assembly. Each washer must be between 3/16- and 1/4-inch thick. Serrations must match those on signal section and mounting assembly.

**86-4.01B Visors**

Include removable visor with each signal section. Comply with ITE publication ST-017B. Visors are classified by lens enclosure as full circle, tunnel or cap. Bottom opens for tunnel type and both, bottom and lower sides open for cap type. Visors must be tunnel type.

Visor must have a downward tilt between 3 and 7 degrees with a length of:

1. 9-1/2-inch minimum for nominal 12-inch round lenses
2. 7 inch for nominal 8-inch round lenses

Metal visor must be formed from 0.050-inch, minimum thickness, aluminum alloy sheet.

Plastic visor must be either formed from sheet plastic or assembled from one or more injection, rotational, or blow-molded plastic sections. Material must be of a black homogeneous color with lusterless finish. Sections must be joined using thermal, chemical, or ultrasonic bonding, or with aluminum rivets and washers permanently colored to match visor.

Secure each visor to its door and prevent removal or permanent deformation when wind load specified in California Test 605 for plastic visors or 666 for metal visors is applied to its side for 24 hours.

If directional louvers are used, fit louvers snuggly into full-circular signal visors. Outside cylinder must be constructed of 0.030-inch nominal thickness, or thicker, sheet steel and vanes must be constructed of 0.016-inch nominal thickness, or thicker, sheet steel, or the cylinder and vanes must be constructed of 5052-H32 aluminum alloy of equal thickness.

**86-4.02 (BLANK)**

**86-4.03 (BLANK)**

**86-4.04 BACKPLATES**

Background light must not be visible between backplate and signal face or between sections.

Plastic backplates must be either formed from sheet plastic or assembled from extruded, molded, or cast sections. Sections must be factory joined using one of the following:

1. Appropriate solvent cement
2. Aluminum rivets and washers painted or permanently colored to match backplate
3. No. 10 machine screws with washers, lock washers, and nuts, painted to match backplate

Backplate material must be of black homogeneous color with a lusterless finish. Secure each plastic backplate to the plastic signal face in a manner that prevents its removal or permanent deformation when the wind-load test is applied to either the front or back of signal face. Permanent deformation of any portion of backplate must not exceed 5 degrees forward or backward after wind loading is applied for 24 hours.

If plastic backplate requires field assembly, join with at least 4 No. 10 machine screws at each field-assembled joint. Each machine screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and either a locking nut or a nut and lockwasher. Machine screws, nuts, and washers must be stainless steel or steel with a zinc or black-oxide finish.

If a metal backplate has 2 or more sections, fasten sections with rivets or aluminum bolts peened after assembly to avoid loosening.

Instead of the screws shown on the plans, you may use self-threading No. 10 steel screws to fasten plastic backplates to plastic signal face. Each screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and is stainless steel or steel with a zinc or black-oxide finish.

## 86-4.05 PROGRAMMED VISIBILITY VEHICLE SIGNAL FACES

Programmed visibility signal face and its installation must comply with Section 86-4.01, "Vehicle Signal Faces," Section 86-4.04, "Backplates," and Section 86-4.08, "Signal Mounting Assemblies."

Each programmed visibility signal section must:

1. Have a nominal 12-inch diameter circular or arrow indication
2. Comply with ITE publication ST-017B for color and arrow configuration
3. Have a cap visor
4. Have an adjustable connection that provides incremental tilting from 0 to 10 degrees above or below horizontal while maintaining a common vertical axis through couplers and mountings

Terminal connection must allow external adjustment about the mounting axis in 5-degree increments.

Signal must be mountable with ordinary tools and capable of servicing without tools. Preset adjustment at 4 degrees below horizontal.

Visibility of each programmed visibility signal face must be capable of adjustment or programming, within the face. When programmed, each signal face's indication must be visible only in those areas or lanes to be controlled, except that during dusk and darkness a faint glow to each side is allowed.

You must program the head as recommended by the manufacturer.

## 86-4.06 PEDESTRIAN SIGNAL FACES

Message symbols for pedestrian signal faces must be white "WALKING PERSON" and Portland orange "UPRAISED HAND." Comply with ITE Standards: "Pedestrian Traffic Control Signal Indications" and California MUTCD. Each symbol's height must be at least 10 inches and width must be at least 6-1/2 inches.

Luminance of "UPRAISED HAND" symbol must be 1,100 foot-lamberts, minimum, and luminance of "WALKING PERSON" symbol must be 1,550 foot-lamberts, minimum, when tested as specified in California Test 606.

Uniformity ratio of an illuminated symbol must not exceed 4 to 1 between the highest luminance area and the lowest luminance area.

Luminance difference between a nonilluminated symbol and the background around the symbol must be less than 30 percent when viewed with the visor and front screen in place and at a low sun angle.

Each housing, including front screen, must have maximum overall dimensions of 18-1/2-inch width, 19-inch height, and 11-1/2-inch depth.

All new pedestrian signal faces installed at an intersection must be the same make and type.

### 86-4.06A Type A

Each Type A pedestrian signal face must include a housing, 1 LED pedestrian signal combo module and a front screen.

### 86-4.06B Front Screen

Front screen installation for each Type A signal must comply with one of the following:

1. Install, tilting downward, at an angle of 15±2 degrees out from the top, an aluminum honeycomb screen with 0.2-inch cells, 3/8-inch thick, or a plastic screen of 3/8-inch squares, 1/2-inch thick with wall thickness of 1/16-inch. Completely cover message plate. Include a clear front cover of 1/8-inch minimum thickness acrylic plastic sheet or 1/16-inch minimum thickness polycarbonate plastic. Hold screen and cover firmly in place with stainless steel or aluminum clips or stainless steel metal screws.
2. Install a 1-1/2-inch deep eggcrate or Z crate type screen of 1/32-inch nominal thickness polycarbonate. Mount screening in a frame constructed of 0.040-inch minimum thickness aluminum alloy or polycarbonate. Install screen parallel to face of message plate and hold in place with stainless steel screws. Visor as specified in Section 86-4.06D, "Visors," is not required.

The Department will test screens in a horizontal position with its edges supported. When a 3-inch diameter, 4-pound steel ball is dropped on the screen from a height of 4 feet above, the front screen must not fracture, separate at the welds, or compress more than 1/8-inch. When pedestrian housing is used to support front screen during test, remove message plate from pedestrian signal housing, so there is no back support for the screen.

Screen and frame must be one of the following:

1. Manufactured from aluminum anodized flat black

2. Finished with lusterless black exterior grade latex paint formulated for application to properly prepared metal surfaces
3. Manufactured from flat black plastic

**86-4.06C Housing**

Pedestrian signal housing must comply with Section 86-4.01A, "Signal Sections."

**86-4.06D Visors**

Use material similar to housing. Extend top of visor a minimum length of 6 inches at top and 5 inches at bottom when measured from front surface of line. Front must be normal to top.

**86-4.06E Finish**

Paint exterior of each housing and visor, and interior of visor as specified in Section 86-2.16, "Painting."

**86-4.06F Control**

Pedestrian signals must be controllable by solid-state switching devices specified for traffic signal controller assemblies.

**86-4.06G Terminal Blocks**

Include light duty terminal block, as specified in Section 86-4.01B, "Electrical Components," with each pedestrian signal face.

**86-4.07 (BLANK)**

**86-4.08 SIGNAL MOUNTING ASSEMBLIES**

Signal mounting assembly must include:

1. 1-1/2-inch standard steel pipe or galvanized conduit
2. Pipe fitting made of ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380, or bronze
3. Mast arm and post top slip-fitters, and terminal compartments made of cast bronze or hot-dip galvanized ductile iron

After installation, clean and paint exposed threads of galvanized conduit brackets and bracket areas damaged by wrench or vise jaws. Use wire brush to clean and apply 2 coats of approved unthinned zinc-rich primer, organic vehicle type, as specified in Section 91, "Paint." Do not use aerosol can.

Fit each terminal compartment with a terminal block having a minimum of 12 positions, each with 2 screw-type terminals. Each terminal must accommodate at least five No. 14 conductors. Include a cover on compartment for ready access to terminal block. Terminal compartment used to bracket mount signals must be bolted securely to pole or standard.

Horizontal dimension of mounting assembly members between vertical centerline of terminal compartment or slip-fitter, and the vertical centerline of each signal face must not exceed 11 inches, except where required for proper signal face alignment or to allow programming of programmed visibility signal faces.

Mounting assembly members must be plumb or level, symmetrically arranged, and securely assembled.

Mounting assembly must be watertight, and free of sharp edges or protrusions that might damage conductor insulation. Include positive locking serrated fittings that, if mated with similar fittings on signal faces, will prevent faces from rotating.

Orient each mounting assembly to allow maximum horizontal clearance to adjacent roadway.

Use slip-fitter for post-top mounting of signals. Fit slip-fitter over a 4-1/2-inch outside diameter pipe or tapered standard end. Include cadmium-plated steel set screws. Include an integral terminal compartment for each slip-fitter used to post-top mount signals with brackets.

Do not install signal faces at an intersection until all other signal equipment, including complete controller assembly, is in place and ready for operation. You may mount signal faces if covered or not directed toward traffic.

**86-4.09 FLASHING BEACONS**

Flashing beacon must include:

1. Single section traffic signal face with yellow or red LED module indications
2. Backplate
3. Tunnel visor
4. Flashing beacon control assembly

Beacon flasher unit must be independent of intersection flasher unit.

### 86-4.09A Flashing Beacon Control Assembly

#### 86-4.09A(1) Enclosure

Enclosure must be:

1. NEMA 3R with a dead front panel and a hasp with a 7/16-inch hole for a padlock
2. Powder coated, hot-dip galvanized, or factory-applied rust resistant prime coat and finish coat

#### 86-4.09A(2) Circuit Breakers and Switches

Circuit breakers must comply with Section 86-2.11, "Service."

Switch for manually operating sign lighting circuit must be a single-hole-mounting toggle type with a single pole and throw and rated at 12 A, 120 V(ac). Furnish switch with an indicating nameplate reading "Auto-Test."

#### 86-4.09A(3) Flasher

Comply with Section 8, "Solid-State Flashers," of NEMA Standards publication No. TS 1.

Flasher must be a solid-state device with no contact points or moving parts.

Include 2 output circuits to allow alternate flashing of signal faces. Flasher must be able to carry a minimum of 10 A per circuit at 120 V(ac).

#### 86-4.09A(4) Wiring

Conductors and wiring in the enclosure must comply with Section 86-2.09B(1), "Cabinet and Enclosure Installation."

#### 86-4.09A(5) Terminal Blocks

Terminal blocks must be:

1. Rated 25 A, 600 V(ac)
2. Molded phenolic or nylon material
3. Barrier type with plated brass screw terminals and integral marking strips

## 86-5 DETECTORS

### 86-5.01 VEHICLE DETECTORS

Sensor unit and isolator must comply with TEES.

### 86-5.01A Inductive Loop Detectors

#### 86-5.01A(1) General

Inductive loop detector includes a completely installed loop or group of loops, in the roadway, lead-in cable, and a sensor unit, with power supply installed in a controller cabinet.

#### 86-5.01A(2) Sensor Unit Construction

Card type sensor unit must comply with TEES, issued by the Department. Shelf-mounted sensor unit must comply with Section 11 of the NEMA Standards Publication No. TS 1.

#### 86-5.01A(3) Construction Materials

Conductor for each inductive loop detector must be continuous, unspliced, and one of the following:

**Conductor Options for Inductive Loop Detector**

| Option | Specifications |
|---|---|
| Type 1 loop wire | Type RHW-USE neoprene-jacketed or Type USE cross-linked polyethylene insulated, No. 12, stranded copper wire with a 40 mils minimum thickness at any point. |
| Type 2 loop wire | Type THWN or Type XHHW, No. 14, stranded copper wire in a plastic tubing. Plastic tubing must be polyethylene or vinyl, rated for use at 105 °C, and resistant to oil and gasoline. Outside diameter of tubing must be 0.27 inch maximum with a wall thickness of 0.028 inch minimum. |

Conductor for loop detector lead-in cable must be two No. 16, 19 x 29, stranded, tinned copper wires, comply with the calculated cross sectional area of ASTM B 286, Table 1, and be one of the following:

**Conductor Options for Loop Detector Lead-In Cable**

| Option | Specifications |
|---|---|
| Type B lead-in cable | Insulated with 20 mils of high-density polyethylene. Conductors must be twisted together with at least 2 turns per foot and the twisted pair must be protected with a copper or aluminum polyester shield. A No. 20, minimum, copper drain wire must be connected to equipment ground within cabinet. Cable must have a high-density polyethylene or high-density polypropylene outer jacket with a nominal thickness of 32 mils. Include an amorphous interior moisture penetration barrier of nonhydroscopic polyethylene or polypropylene fillers. |
| Type C lead-in cable | Comply with International Municipal Signal Association (IMSA) Specification No. 50-2. A No. 20, minimum, copper drain wire must be connected to equipment ground within cabinet. |

**86-5.01A(4) Installation Details**

Install loop conductors without splices and end in nearest pull box. Seal open end of cable jacket or tubing similar to splicing requirements to prevent water from entering. Do not make final splices between loops and lead-in cable until loop operations under actual traffic conditions is approved.

Splice all loop conductors for each direction of travel for same phase of a traffic signal system, in same pull box, to a detector lead-in cable that runs from pull box adjacent to loop detector to a sensor unit mounted in controller cabinet.

End all loop conductors in a pull box or terminal strip in the cabinet.

Identify and band conductors for inductive loop installations. Band, in pairs, by lane, in the pull box adjacent to the loops and near the end of conductors in the cabinet. Bands must comply with Section 86-2.09, "Wiring."

If HMA surfacing is to be placed, install loop conductors before placing uppermost layer of HMA. Install conductors in compacted layer of HMA immediately below the uppermost layer. Install conductors as shown on the plans, except fill slot with sealant flush to the surface.

When cutting loops:

1. Residue from slot cutting activities must not be allowed to flow across shoulders or lanes occupied by public traffic and must be removed from the pavement surface before residue flows off. Dispose of residue from slot cutting activities under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."
2. Surplus sealant must be removed from adjacent road surface without using solvents before setting.

Sealant for filling slots must comply with one of the following:

**Elastomeric Sealant**

Polyurethane material that will, within stated shelf life, cure only in the presence of moisture. Sealant must be suitable for use in both HMA and PCC.

The cured sealant must have the following performance characteristics:

**Performance Characteristics of Cured Sealant**

| Specification | ASTM | Requirement |
|---|---|---|
| Hardness (indentation) at 25 °C and 50% relative humidity. (Type A, Model 1700 only) | D 2240 Rex. | 65-85 |
| Tensile Strength: Pulled at 508 mm per minute | D 412 Die C | 3.45 MPa, min. |
| Elongation: Pulled at 508 mm per minute | D 412 Die C | 400%, min. |
| Flex at -40 °C: 0.6-mm free film bend (180°) over 13-mm mandrel | -- | No cracks |
| Weathering Resistance: Weatherometer 350 h, cured 7 days at 25 °C @ 50% relative humidity | D 822 | Slight chalking |
| Salt Spray Resistance: 28 days at 38 °C with 5% NaCl, Die C & pulled at 508 mm per minute | B 117 | 3.45 MPa, min. tensile 400%, min. elongation |
| Dielectric Constant over a temperature range of -30 °C to 50 °C | D 150 | Less than 25% change |

**Asphaltic Emulsion Sealant**

Comply with State Specification 8040-41A-15. Use for filling slots in HMA pavement that are a maximum of 5/8 inch in width. Do not use where the slope causes the material to run from the slot. Material must not be thinned beyond manufacturer's recommendations. Place material when air temperature is at least 7 °C.

**Hot-Melt Rubberized Asphalt Sealant**

Hot-melt rubberized asphalt must be:

1. In solid form at room temperature and fluid at application temperature of 190 °C to 205 °C. Fumes must be non-toxic.
2. Suitable for use in both HMA and PCC.
3. Melted in a jacketed, double-boiler type melting unit. Temperature of heat transfer medium must not exceed 245 °C.
4. Applied with a pressure feed applicator or pour pot, when the pavement surface temperature is greater than 4 °C.
5. Packaged in containers clearly marked "Detector Loop Sealant" and specifying manufacturer's batch and lot number.

The cured sealant must have the following performance characteristics:

**Performance Characteristics of Cured Sealant**

| Specification | ASTM | Requirement |
|---|---|---|
| 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 |
| Softening Point | D 36 | 82 °C, min |
| Ductility, 25 °C, 50 mm/min | D 113 | 300 mm, min |
| Flash Point, COC, °C | D 92 | 288 °C, min |
| Viscosity, Brookfield Thermosel, No. 27 Spindle, 20 rpm, 190 °C | D 150 | Less than 25% change |

**86-5.01B Magnetic Detectors**

Cable from pull box, adjacent to magnetic detector sensing element, to the field terminals in the controller cabinet must be the type specified for inductive loop detectors.

**86-5.02 PEDESTRIAN PUSH BUTTON ASSEMBLIES**

Housing must be either die-cast or permanent mold-cast aluminum, or ultraviolet stabilized, self-extinguishing structural plastic, if specified. Plastic housing must be black matching Color No. 17038, 27038 or 37038 of Federal Standard 595B, and colored throughout. Assembly must be rainproof and shockproof in any weather condition.

Switch must be a single-pole, double-throw, switching unit, with screw type terminals, rated 15 A at 125 V(ac), and must have:

1. Plunger actuator and a U frame to allow recessed mounting in push button housing
2. Operating force of 3.5 pounds
3. 1/64-inch maximum pretravel
4. 7/32-inch minimum overtravel
5. 0.0004- to 0.002-inch differential travel
6. 2-inch minimum diameter actuator

Where pedestrian push button is attached to a pole, shape housing to fit the pole curvature and secure. Include saddles to make a neat fit if needed.

Where a pedestrian push button is mounted on top of a 2-1/2-inch diameter post, fit housing with a slip-fitter and use screws for securing rigidly to post.

Pedestrian push button signs must be porcelain enameled metal or structural plastic.

Install push button and sign on crosswalk side of pole.

Point arrows on push button signs in the same direction as the corresponding crosswalk.

Attach sign on Type B push button assembly.

For Type C pedestrian push button assembly, mount instruction sign on the same standard as the push button assembly, using 2 straps and saddle brackets. Straps and saddle brackets must be corrosion-resisting chromium nickel steel and comply with ASTM A 167, Type 302B. Theft-proof bolts must be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

## 86-6 LIGHTING

### 86-6.01 HIGH PRESSURE SODIUM LUMINAIRES

High pressure sodium luminaires must be the enclosed cutoff type.

Housing must be manufactured from aluminum. Painted or powder-coated housing must withstand a 1,000-hour salt spray test as specified in ASTM B 117.

Other metal parts must be corrosion resistant.

Each housing must include a slip-fitter that can be mounted on a 2-inch pipe tenon and can be adjusted 5 degrees from the axis of the tenon. Clamping brackets of slip-fitter must not bottom out on housing bosses when adjusted within the ±5 degree range.

The slip-fitter mounting bracket must not permanently set in excess of 0.020-inch when the 3/8-inch diameter cap screw used for mounting is tightened to 10 foot-pounds.

Luminaire to be mounted horizontally on mast arm, when tested as specified in California Test 611, must be capable of withstanding cyclic loading for a minimum of 2 million cycles without failure of any luminaire parts as follows:

**Cyclic Loading**

| Plane | Internal Ballast | Minimum Peak Acceleration Level[a] |
|---|---|---|
| Vertical | Removed | 3.0 G peak-to-peak sinusoidal loading (same as 1.5 G peak) |
| Horizontal[b] | Installed | 1.5 G peak-to-peak sinusoidal loading (same as 0.75 G peak) |
| Vertical | Installed | 1.0 G peak-to-peak sinusoidal loading (same as 0.5 G peak) |

[a]G = Acceleration of gravity

[b]Perpendicular to direction of mast arm

If a photoelectric unit receptacle is included, a raintight shorting cap must be installed. If luminaire housing has a hole for the receptacle, hole must be permanently closed, covered, and sealed with weatherproof material.

Optical system must be in a sealed chamber and include:

1. Reflector shaped so that a minimum of light is reflected through the arc tube of the lamp. Reflector surface must be specular and protected by either an anodized finish or a silicate film on it's specular surface.
2. Refractor or lens mounted in a door frame that is hinged to the housing and secured with a spring-loaded latch. Refractor must be made of glass or polycarbonate plastic. Lens must be made of heat- and impact-resistant glass.
3. Lamp socket that is a porcelain enclosed mogul-multiple type. Shell must include integral lamp grips to assure electrical contact under conditions of normal vibration. Socket must be mounted in the luminaire to allow presetting a variety of specified light distribution patterns. Socket must be rated for 1,500 W and 600 V(ac), and a 4 kV pulse.

4. Lamp.

Sealing must be provided by a gasket between the reflector and:

1. Refractor or lens
2. Lamp socket

Chamber must allow for filtered flow of air in and out of the chamber from lamp heat. Filtering must be accomplished by either a separate filter or a filtering gasket.

If components are mounted on a down-opening door, door must be hinged and secured to luminaire housing separately from refractor or flat lens frame. Door must be easily removable and replaceable, and secured to housing to prevent accidental opening when refractor or flat lens frame is opened.

Field wires connected to luminaire must terminate on a barrier-type terminal block secured to the housing. Terminal screws must be captive and equipped with wire grips for conductors up to No. 6. Each terminal positions must be clearly identified.

Minimum light distribution for each luminaire must meet the isolux diagrams.

Maximum brightness of each cutoff luminaire, with the lamp indicated, must be as follows:

**Cutoff Type**

| Lamp ANSI Code No. | Lamp Wattage | Maximum Brightness foot-lamberts |
|---|---|---|
| S55 | 150 | 40 |
| S66 | 200 | 40 |
| S50 | 250 | 50 |
| S67 | 310 | 60 |
| S51 | 400 | 75 |

Brightness readings will be taken using a brightness meter with an acceptance angle of 1.5 degrees. When measured on the 90-degree and 270-degree lateral angle line, maximum brightness must not exceed above specified brightness when meter is located at a horizontal distance of 120 feet and a vertical distance of 7.5 feet between luminaire and meter, or at an angle of 3 degrees 35 minutes from the horizontal to the line between luminaire and meter. Measurements must be made from 90-degree line and 270-degree line, and averaged. Lamp used for each test must operate at wattage necessary to produce the following light output:

**Light Output**

| Lamp Wattage | Lumens |
|---|---|
| 150 | 16,000 |
| 200 | 22,000 |
| 250 | 27,000 |
| 310 | 37,000 |
| 400 | 50,000 |

**86-6.01A High Pressure Sodium Lamp Ballasts**

Each ballast must:

1. Operate the lamp for its rated characteristics and wattage
2. Continuously operate at ambient air temperatures from -20 °C to 25 °C without reduction in ballast life
3. Operate for at least 180 cycles of 12 hours on and 12 hours off, with the lamp circuit in an open or short-circuited condition and without measurable reduction in operating requirements
4. Have a design life of not less than 60,000 hours
5. Provide proper starting and operating waveforms, voltage, and current
6. Provide reliable lamp starting and operation at ambient temperature down to -20 °C for the rated life of lamp

Ballast must be tested as specified in ANSI C82.6-1980, "Methods of Measurement of High-Intensity-Discharge Lamp Ballasts."

Starting aids for ballast of a given lamp wattage must be interchangeable between ballasts of same wattage and manufacturer, without adjustment.

Each integral ballast must consist of separate components that can be easily replaced. An encapsulated starting aid will be counted as a single component. Each component must include screw terminals, NEMA tab connectors, or a single multi-circuit connector. Conductors and terminals must be identified.

Mount heat-generating component so as to use the portion of the luminaire it is mounted to as a heat sink. Place capacitor a maximum practicable distance from heat-generating components or thermally shield to limit the case temperature to 75 °C.

Transformer and inductor must be resin-impregnated for protection against moisture. Capacitors, except those in starting aids, must be metal cased and hermetically sealed.

The Department will test high-pressure sodium lamp ballast. High-pressure sodium lamp ballast must have a characteristic curve that will intersect both of the lamp-voltage limit lines between the wattage limit lines and remain between the wattage limit lines throughout the full range of lamp voltage. This requirement must be met at the rated input voltage of the ballast and at the lowest and highest rated input voltage of the ballast.

Throughout the lifetime of the lamp, ballast curve must fall within the specified limits of the lamp voltage and wattage.

Ballast for luminaires must be located in the luminaire housing.

**86-6.01A(1) Regulator Type Ballasts**

Regulator type ballast must comply with the following:

1. For nominal input voltage and lamp voltage, ballast design center must not vary more than 7.5 percent from rated lamp wattage.
2. Ballast must be designed for a capacitance variance of ±6 percent that will not cause more than ±8 percent variation in lamp wattage regulation during rated lamp life.
3. Lamp current crest factor must not exceed 1.8 for input voltage variation of ±10 percent at any lamp voltage during lamp life.

Regulator-type ballast must be one of the following:

**Regulator-Type Ballast**

| Ballast Type | Power Factor | Lamp Regulation |
|---|---|---|
| Lag-type[a] | Not less than 90 percent throughout the life of lamp when ballast is operated at nominal line voltage with a nominally-rated reference lamp | Lamp wattage regulation spread does not vary by more than 18 percent for ±10 percent input voltage variation from nominal through life |
| Lead-type[b] | Not less than 90 percent throughout the life of lamp when ballast is operated at nominal line voltage with a nominally-rated reference lamp | Lamp wattage regulation spread does not vary by more than 30 percent for ±10 percent input voltage variation from nominal through life |

[a]Primary and secondary windings must be electrically isolated
[b]Constant wattage autoregulator (CWA)

**86-6.01A(2) Nonregulator Type Ballasts**

Each nonregulator type ballast must comply with the following:

1. For nominal input voltage and lamp voltage, ballast design center must not vary more than 7.5 percent from rated lamp wattage.
2. Lamp current crest factor must not exceed 1.8 for input voltage variation of ±5 percent at any lamp voltage during lamp life.

**Nonregulator-Type Ballast**

| Ballast Type | Power Factor | Lamp Regulation |
|---|---|---|
| Autotransformer or High-Reactance | Not less than 90 percent throughout the life of lamp when ballast is operated at nominal line voltage with a nominally-rated reference lamp | Lamp wattage regulation spread does not vary by more than 25 percent for ±5 percent input voltage variation from nominal through life |

### 86-6.01B High Pressure Sodium Lamps

High pressure sodium lamps must comply with ANSI C 78.42, "High Pressure Sodium Lamps," when tested as specified in ANSI C 78.389, "American National Standard for Electric Lamps - High Intensity Discharge-Methods of Measuring Characteristics." High pressure sodium lamps must have a minimum average rated life of 24,000 hours.

## 86-6.02 LOW PRESSURE SODIUM LUMINAIRES

Each low pressure sodium luminaire must be completely assembled with a lamp and ballast, and must:

1. Be the enclosed type, either semi-cutoff or cutoff type.
2. Include housing, reflector, refractor or lens, lamp socket, integral ballast, removable ballast tray, lamp support, terminal strip, capacitor, and slip fitter. Reflector may be an integral part of the housing.

Luminaire housing must be minimum 1/16-inch thick, corrosion resistant die cast aluminum sheet and plate with concealed continuous welds, or minimum nominal wall thickness of 3/32-thick acrylonitrile-butadiene-styrene sheet material, on a cast aluminum frame that provides mounting for all electrical components and slip fitter. Housing must be divided into optical and power compartments that are individually accessible for service and maintenance. Position and clamp luminaire to pipe tenon by tightening mounting bolts.

Painted exterior surface of luminaire must be finished with a fused coating of electrostatically applied polyester powder paint or other ultraviolet inhibiting film. Color must be aluminum gray.

High temperature neoprene, or equal, sealing ring must be installed in pipe tenon opening to prevent entry of water and insects into power and optical compartments.

Access to power unit assembly must be through a weathertight hinged cover, secured with spring type latches or captive screws, to luminaire housing.

Hardware must be stainless steel or cadmium plated. Use machine screws or bolts to secure removable components. Do not use sheet metal screws.

Semi-cutoff luminaires and molded refractor style cutoff luminaires must include a refractor. Other cutoff luminaires must include a flat lens.

Refractor must be 1-piece injection molded polycarbonate of 3/32 inch minimum thickness, or 1-piece injection molded acrylic of 1/8 inch minimum thickness. Flat lens must be 1-piece polycarbonate of 3/32 inch minimum thickness, mounted to metal frame. Refractor assembly and flat lens assembly must be constructed to rigidly maintain its shape, and hinged and secured with spring type latches to luminaire housing. Alternate methods of manufacturing refractor may be approved provided minimum specified thicknesses are maintained.

Lamp socket must be high temperature, flame retardant thermoset material with self-wiping contacts or equivalent. Socket must be rated for 660 W and 1,000 V(ac). Position of socket and support must maintain the lamp in correct relationship with reflector and refractor for designed distribution pattern.

Isofootcandle distribution must be ANSI Type III, short or Type IV, medium distribution, for cutoff or semi-cutoff luminaires.

With a 40-foot mounting height, each type of luminaire must maintain a minimum of 0.2 footcandle at least 60 feet each side, along the longitudinal roadway line below the luminaire, and a minimum of 0.35 footcandle at a transverse roadway distance from luminaire location equal to 1.5 times the luminaire mounting height.

Certified luminaire performance data must be provided. This data must include complete photometric test data in isofootcandle charts at a scale of 1 inch equals 20 feet, for the luminaire and lamp sizes shown on the plans.

Alternate data may be in horizontal footcandle values recorded on a 15' x 15' area extending 90 feet longitudinally each side of the light source, and 15 feet behind and 90 feet in front of the light source, for luminaire and lamp sizes, and mounting height shown on the plans. Horizontal footcandle levels in data submitted must equal or exceed levels specified. Failure to meet referenced values will be justification for rejection of the luminaires.

Photometric testing must be performed and certified by an independent and recognized testing laboratory.

Low pressure sodium lamps must:

1. Be 180 W, single-ended, bayonet base, tubular gas discharge lamp
2. Maintain a minimum of 93 percent of initial lumens during rated life and must comply with the following minimum performance requirements:

**Performance Requirements**

| Lamp Designation | ANSI L74-RF-180 |
|---|---|
| Initial Lumens | 33,000 lumens |
| Rated Ave. Life (@ 10 hrs/Start) | 18,000 hours |
| Operating Position | Horizontal ±20 degrees |

3. Reach 80 percent of light output within 10 minutes and must restrike within 1 minute after an outage due to power interruption or voltage drop at the lamp socket
4. Identify the month and year of installation.
5. Have an autotransformer or high-reactance type ballast. The ballast must comply with the following:

   5.1. Lamp current crest factor must not exceed 1.8 at nominal line voltage
   5.2. Ballast loss must not exceed 24 percent for 180 W ballast at nominal line voltage

**Autotransformer or High-Reactance Type Ballast**

| Ballast Type | Power Factor | Lamp Operation |
|---|---|---|
| Autotransformer or High-Reactance | Not less than 90 percent when ballast is operated at nominal line voltage with a nominally-rated reference lamp | Lamp wattage regulation spread does not vary by more than ±6 percent for ±10 percent input voltage variation from nominal through life |

A multi-circuit connector must be included for quick disconnection of ballast tray.

### 86-6.03 SOFFIT AND WALL LUMINAIRES

Soffit and wall luminaire must be weatherproof and corrosion resistant.
Each flush-mounted soffit luminaire must consist of:

1. Metal body with two 1-inch minimum conduit hubs and provisions for anchoring into concrete
2. Prismatic refractor made of heat-resistant polycarbonate mounted in a door frame and clearly identified as to street side
3. Specular anodized aluminum reflector
4. Ballast located either within housing or in a ceiling pull box as shown on the plans
5. Lamp socket

The door frame assembly must be hinged, gasketed, and secured to body by at least 3 machine screws.
Each pendant soffit luminaire must be enclosed and gasketed, have an aluminum finish, and include:

1. Reflector with a specular anodized aluminum finish
2. Refractor made of heat-resistant polycarbonate
3. Optical assembly hinged and latched for lamp access and a device to prevent dropping
4. Ballast designed for operation in a raintight enclosure
5. Galvanized metal box with a gasketed cover, 2 captive screws, and 2 chains to prevent dropping and for luminaire mounting

Each wall-mounted luminaire must consist of:

1. Cast metal body
2. Prismatic refractor, made of glass, mounted in a door frame
3. Aluminum reflector with a specular anodized finish
4. Integral ballast
5. Lamp socket
6. Gasket between refractor and body
7. At least two 5/16-inch minimum diameter mounting bolts

Cast-aluminum bodies to be cast into or mounted against concrete must have a thick application of alkali-resistant bituminous paint on all surfaces to be in contact with concrete.

Each soffit luminaire and wall luminaire must include a 70 W high-pressure sodium lamp with a minimum average rated life of 24,000 hours. Each lamp socket must be positioned to locate the light center of the lamp within 1/2 inch of light center location of the luminaire design.

Ballast must comply with Section 86-6.01A, "High Pressure Sodium Lamp Ballasts." Wall luminaire ballast must be located in luminaire housing or, if shown on the plans, in a pull box adjacent to luminaire.

## 86-6.04 PEDESTRIAN CROSSING FIXTURES

Before starting fixture manufacturing, submit fixture design for approval. If requested, submit 1 complete prototype fixture for approval at least 30 days before manufacturing the fixtures. The prototype fixture will be returned to you, and if permitted, the fixture may be installed in the work.

Lens unit in door section must be formed of 1-1/2-inch methyl methacrylate rod cut and fire-glazed for a clear finish or a cast unit with equivalent tolerances and finish.

Lens must be secured to door section with an extruded lens retainer of 6063-T5 aluminum alloy that fits the lens shape. Lens retainer must fit the full length of lens on both sides. Continuous lens retainer for the full length of 3 lenses is allowed. Z bars of 5052-H32 or 5005-H14 aluminum alloy, 1/16 inch minimum thickness may be substituted for extruded lens retainer.

A captive positive-keyed screw-type latching device requiring a special socket wrench must be installed at upper edge to secure door in the closed position as shown on the plans. Furnish 2 special wrenches to the Engineer.

Each fixture must include a F48T12/CW rapid start fluorescent lamp with recessed, double contact base installed on back side of door directly behind lens.

Each lampholder must be UL listed for outdoor use without an enclosure and with 1,500 mA rapid start fluorescent lamp. Lampholder must be spring-loaded type.

For each lamp, the distance from face of lampholder to the lamp must be designed to provide a compression of at least 0.10-inch on the spring-type lampholder when lamp is in place. Lamp must have positive mechanical and electrical contact when lamp is in place. Socket on spring-type lampholder must have enough travel to allow lamp installation. Spring must not be a part of current-carrying circuit.

Ballast must be high-power-factor type with weatherproof leads for operation of one 48-inch rapid-start lamp. Ballast must be UL listed for outdoor operation on 110 to 125 V(ac) 60 Hz circuit and rated at 1,500 mA.

Conductors from ballast leads to lampholder must be minimum size of No. 16, stranded, and UL-listed copper AWM. Splicing of lampholder conductors to ballast leads must be performed by using mechanically secure connectors.

Conductors in fixture except ballast leads and entrance line conductors, must be UL-listed AWM.

Provide sufficient slack in the conductors to allow the fixture door to fully open.

Circuit conductors entering the fixture must be terminated on molded phenolic barrier-type terminal blocks rated at 15 A and 600 V(ac) and must have integral-type white waterproof-marking strips. Current-carrying parts of terminal blocks must be insulated from fixture with integral plugs or strips to provide protection from line-to-ground flashover voltage. Terminal blocks must be attached to wireway cover in top section. If you use sectionalized terminal blocks, each section must include an integral barrier on each side and be capable of rigid mounting and alignment.

Exposed surfaces of fixture must be uniform in appearance and free from significant defects, including improper fit, dents, deep scratches and abrasions, burrs, roughness, off-square ends, holes off-center or jagged, and surface irregularities. Screws for attaching components to fixture door, including Z bars, ballasts, and terminal block, must be tapped into door from the inside only. Screwheads, nuts, or other fasteners must not be removable from the outside.

### 86-6.04A Pedestrian Undercrossing Fixtures

Fixture shell must be cast aluminum alloy, industrial type or Federal Class 18 aluminum of 1/4 inch minimum thickness.

Door must be 1 piece of 6061-T6 aluminum alloy of 1/8 inch minimum thickness.

Continuous piano hinge must be Type 1100 aluminum alloy. The piano hinge must be welded or riveted to door section with 1/8 inch aluminum rivets. Matching holes must be drilled in the hinge and lower edge of fixture. After shell is in place, door assembly must be attached by minimum 3/8-inch No. 8 stainless steel self-tapping screws.

A neoprene gasket must be attached to frame to provide a cushion between the shell and the door.

Chain or other device must be included to prevent the door, when fully opened, from coming in contact with the undercrossing wall.

Fixture must be held in place by three 3/8" x 8" anchor bolts with 2 nuts each.

Fixture surfaces in contact with concrete, and with anchor bolts and nuts must be painted with a thick application of alkali-resistant bituminous paint. Paint must comply with MIL-P-6883.

Circuit conductor entering the fixture must be terminated on 2-position terminal blocks.

Both ends of fixture must have holes for 1-inch conduit. Unused holes must be plugged with pressed metal closures.

**86-6.04B Pedestrian Overcrossing Fixtures**

Fixture shell must consist of:

1. Top section and a door section of extruded 6063-T5 aluminum alloy, each with a nominal 1/8 inch wall thickness
2. 2 cast-end sections of 319 aluminum alloy
3. Internal wireway cover of 505-H32 aluminum alloy

Top section and door section must be joined together on one side by a continuous hinge formed as part of the 2 extrusions and must overlay to allow locking on the other side. Hinge must be treated with a silicone grease that will prevent the entrance of water by capillary action.

Wireway cover with 3/16 inch hemmed ends up and terminal blocks and circuit conductors must be inserted before welding end sections and must provide clearance at both ends for conductors. Cover must be fastened by at least two 1/4 inch No. 4 self-threading sheet metal screws with binding head and blunt point. You may substitute blind rivets of equivalent strength.

One or more bronze sash chains or other device must be included to prevent door from opening to an extent that will damage the hinge.

Lampholder must include heat-resistant circular cross section neoprene sealing gasket, silver-coated contacts, and waterproofed lead entrance for use with a 1,500 mA rapid start fluorescent lamp.

Ballast must be at most 13-1/4 inches long.

Circuit conductors entering the fixture must be terminated on 3-position terminal blocks.

Electrical system of pedestrian overcrossing must be grounded by a No. 8 copper wire installed in conduit from fixture to fixture, from end fixture to conduit fitting on end post and from conduit fitting on end post to grounding bushing in nearest pull box.

Ground wire must be secured to inside of telescoping sleeve end casting where conductors are carried and to the inside of Type LB conduit fitting on end post by a connecting lug and a No. 8 self-threading pan screw.

Lamp, lampholder, ballast, and fixture wire, must be attached to door section. Terminal blocks must be attached to top section or wireway cover.

Three No. 10, solid copper circuit conductors must be installed between terminal blocks as part of each completed fixture.

Before shipment to job site, fixture must be completely manufactured and assembled in the shop.

**86-6.05 INDUCTION SIGN LIGHTING FIXTURES**

Each induction sign lighting fixture must include housing with door, reflector, refractor or lens, lamp, power coupler, high frequency generator, socket assembly, fuse block, and fuses.

Each induction sign lighting fixture must:

1. Be designed for mounting near the bottom of sign panel on an overhead sign structure.
2. Be an enclosed design and be raintight and corrosion resistant.
3. Have a minimum average rating of 60,000 hours.
4. Be for a wattage of 87 W, 120/240 V(ac).
5. Have a power factor greater than 90 percent and total harmonic distortion less than 10 percent.
6. Be UL approved for wet locations and be FCC Class A-listed.
7. Not exceed 44 pounds in weight.
8. Include the manufacturer's brand name, trademark, model number, serial number, and date of manufacture on packaged assembly. Same information must be permanently marked on the outside and inside of housing.
9. Comply with minimum horizontal footcandle requirement shown on the plans.
10. Be a maximum height of 12 inches above the top of the mounting rails.

If fixture is located so that the light center of the lamp is 55 inches in front of, 1 foot below, and centered on a 10-foot high by 20-foot wide sign panel, the ratio of maximum to minimum illuminance level on the panel must not exceed 12 to 1 in 95 percent of the points measured. Illuminance gradient must not exceed 2 to 1 and is defined as the ratio of minimum illuminance on a 1-foot square of panel to that on an adjacent 1-foot square of panel.

Each fixture must have a mounting assembly that will allow fixture to be mounted on continuous slot channels. Mounting assembly must be either cast aluminum, hot-dip galvanized steel plate, or steel plate that has been galvanized and finished with a polymeric coating system or same finish that is used for housing.

Housing must have a door designed to hold a refractor or lens, and to open without the use of special tools. Housing and door must be manufactured of sheet or cast aluminum, and have a powder coat or polyester paint finish of a gray color resembling unfinished manufacturing. Sheet aluminum must comply with ASTM B 209 or B 209M for 5052-H32 aluminum sheet. External bolts, screws, hinges, hinge pins, and door closure devices must be corrosion resistant.

Housing must include weep holes.

Door must be hinged to housing on side of fixture away from the sign panel and include 2 captive latch bolts or other latching device. Door must be designed to lock in the open position, 50 degrees minimum from the plane of the door opening, with an 85-mph 3-second-wind-gust load striking the door from either side.

Door and housing must be gasketed to be raintight and dusttight. Thickness of gasket must be 1/4 inch, minimum.

Fixture height must be less than 12 inches above the top of mounting rails.

Reflector must be 1 piece, made from specularly finished aluminum protected with an electrochemically applied anodized finish or a chemically applied silicate film, and designed so deposited water due to condensation will drain away. Reflector must be secured to housing with a minimum of 2 screws and removable without removing any fixture parts. Do not attach reflectors to outside of housing.

Refractor or lens must have a smooth exterior and must be manufactured from the material as follows:

**Refractor and Lens Material Requirements**

| Component | Manufactured From |
|---|---|
| Flat lens | Heat-resistant glass |
| Convex lens | Heat resistant, high-impact resistant tempered glass |
| Refractor | Borosilicate heat resistant glass |

Refractor and convex lens must be designed or shielded so no fixture luminance is visible if fixture is approached directly from the rear and viewing level is the bottom of the fixture. If a shield is used, it must be an integral part of the door casting.

Each fixture must include an 85 W induction lamp with an interior wall that is fluorescent phosphor-coated. Light output must be at least 70 percent at 60,000 hours. Lamp must have a minimum color-rendering index of 80, be rated at a color temperature of 4,000K and be removable without the use of tools.

Lamp socket must be a porcelain enclosed mogul type with a shell that contains integral lamp grips to assure electrical contact under normal vibration conditions. Center contact must be spring-loaded. Shell and center contact must be nickel-plated brass. Socket must be rated for 1,500 W and 600 V(ac).

Power coupler must include a construction base with antenna, heat sink, and electrical connection cable, and be designed so it can be removed with common hand tools.

High frequency generator must:

1. Start and operate lamps at an ambient temperature of -25 °C or greater for the rated life of the lamp
2. Operate continuously at ambient air temperatures from -25 °C to 25 °C without reduction in generator life
3. Have a design life of at least 100,000 hours at 55 °C
4. Have an output frequency of 2.65 MHz ± 10 percent
5. Have radio frequency interference that complies with FCC Title 47, Part 18, regulations regarding harmful interference
6. Be replaceable with common hand tools
7. Mounted so the fixture can be used as a heat sink

Conductor terminal must be identified by the component terminal the conductor connects to.

Submit a copy of the high frequency generator test methods and results from the manufacturer with each lot of fixtures.

Each fixture must include a barrier-type fuse block for terminating field connections. Fuse block must:

1. Be secured to housing and be accessible without removal of any fixture parts
2. Be mounted to leave a minimum of 1/2 inch air space from sidewalls of housing
3. Be designed for easy removal of fuses with a fuse puller, be rated at 600 V(ac), and have box terminals.

Fuses must be 13/32-inch diameter, 1-1/2 inch long ferrule type and UL or ETL listed. For 120 V(ac) input fixture, only the ungrounded conductor must be fused and there must be a solid link between the neutral and the high frequency generator.

If shown on the plans, include a wire guard to prevent damage to the refractor or lens. Guard must be constructed of 1/4-inch minimum diameter galvanized steel wire, and either hot-dip galvanized or electroplated-zinc coated as specified in

ASTM B 633, Service Condition SC4 with a clear chromate dip treatment. Guard elements must be spaced to prevent rocks larger than 1-1/2-inch diameter from passing through.

**86-6.06 SIGN LIGHTING FIXTURES FOR FLASHING BEACON**

Sign lighting fixture must:

1. Be UL or ETL listed for outdoor installation
2. Include a hood with side outlet tapped for conduit, a symmetrical 10-inch steel reflector with a white porcelain-enamel finish, and a medium base socket
3. Be rated at 150 W minimum

**86-6.07 INTERNALLY ILLUMINATED STREET NAME SIGNS**

Sign fixture must be:

1. Designed and constructed to prevent deformation or failure when subjected to an 85 mph 3-second-wind-gust load as specified in AASHTO publication, "Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals," and its interim revisions
2. Manufactured from all new material and all ferrous parts must be galvanized or cadmium-plated
3. Type A or B signs

Top and bottom must be formed or extruded aluminum and must be attached to formed or cast aluminum end fittings. Housing must be designed for continuous sealing between top and bottom assemblies, and end fittings, and be constructed to resist torsional twist and warp. Opening or removing 1 panel must allow access to the interior of the sign for lamp, ballast, and fuse replacement.

Photoelectric unit sockets are not allowed.

For Type A sign, both sides must be hinged at the top to allow installation or removal of sign panel, and to allow access to interior of sign.

For Type B sign, sign panel must be slide-mounted into housing.

Reflectors may be used to obtain required sign brightness. Reflectors must be formed aluminum with acrylic baked white enamel surface having a minimum reflectance of 0.85.

Sign panel must be slide-mounted or rigid-mounted in a frame, with white legend, symbols, arrows, and border on each face. Background must be green.

Sign panels surface must be evenly illuminated. Average of brightness readings for letters must be 150 foot-lamberts, minimum. Light transmission factor of sign panel must provide a letter to background brightness ratio between 10 to 1 and 20 to 1. Background luminance must not vary by more than 40 percent from the average background brightness reading. Luminance of letters, symbols, and arrows must not vary by more than 20 percent from their average brightness readings.

Sign panels must be translucent, high impact, resistant plastic panels of one of the following:

1. Glass fiber reinforced acrylated resin
2. Polycarbonate resin
3. Cellulose acetate butyrate plastic

Paint on the outside of plastic must be protected by a plastic film that seals the front surface of panel and filters out ultraviolet radiation. Paint must be acrylic plastic type.

Surface must be free of blemishes in the plastic or coating that may impair the serviceability or detract from the general appearance and color matching of sign.

White or green color must not fade or darken when sign is exposed to an accelerated test of ultraviolet light equivalent to 2 years of outdoor exposure. Green color of sign, when not illuminated, must match Color No. 14109 of Federal Standard 595B.

Sign panel must not crack or shatter when a 1-inch diameter, steel ball with a weight of 2.4 ounces is dropped from a height of 8.5 feet above the sign panel to any point of sign panel. For this test, sign panel must be lying in a horizontal position and supported within its frame.

For Type A sign, gasket must be installed between sign panel frame and fixture housing to prevent water entry between frame and fixture housing. Gasket must be uniform and even-textured, and be the closed-cell, sponge-neoprene type, designed for use at temperatures between -20 °C and +74 °C.

Gasket must be neatly applied to thoroughly degreased, clean surface with a suitable heat-resistant adhesive that will not allow the gasket to slip at temperatures between -20 °C and +74 °C.

Ballast must be high power factor type and capable of starting the lamp at -20 °C and above.

Ballast for Type A sign must be rated at 200 mA. Ballasts for Type B sign must be rated at 430 mA. Ballast must be UL or ETL listed for operation on 110 to 125 V(ac), 60 Hz circuits, and comply with ANSI C 82.1 and ANSI C 82.2.

Lampholder must be UL or ETL listed for outdoor use and of the spring-loaded type. Lampholder must have silver-coated contacts and waterproofed entrance leads for use with a rapid-start fluorescent lamp. Removal of lamp from socket must de-energize the primary of ballast. Each lampholder must include heat-resistant, circular cross section, partially-recessed neoprene ring to seal against lamp ends and protect electrical contacts from moisture, dirt or other injurious elements.

Distance between face of lampholders must be designed to provide compression of at least 0.10 inch on the spring-type lampholder when lamp is in place. Lamp must have positive mechanical and electrical contact when lamp is in place. Socket on spring-type lampholder must have sufficient travel to allow lamp installation. Spring must not be a part of current carrying circuit. Lampholder must match lamp requirements and must not increase cathode filament circuit resistance by more than 0.10 Ω.

Lamp must comply with ANSI C 78.

Wiring connections in fixture must be terminated on molded, phenolic, barrier-type, terminal blocks rated at 15 A, 1,000 V(ac), and must have integral-type white waterproof-marking strips. Current carrying parts of terminal blocks must be insulated from fixture with integral plugs or strips to provide protection from line-to-ground flashover voltage. If you choose to use sectionalized terminal blocks, each section must include an integral barrier on each side and be capable of rigid mounting and alignment. Terminal screws must be No. 10, minimum.

Fuses must be Type 3AG, miniature, slow-blowing type with appropriate current and voltage ratings.

Fuseholder must be a panel-mounting type with threaded or bayonet-type knob that grips the fuse tightly for extraction. Use a separate fuse for each ballast.

Screened weep holes must be constructed at strategic locations in members subject to moisture collection.

Fasteners, screws, and hardware must be passive stainless steel, Type 302 or 304, or aluminum Type 6060-T6.

Top of fixture housing must have 2 free-swinging mounting brackets. Each bracket must be adjustable vertically for leveling the sign to either a straight or curved mast arm. Bracket assembly must allow fixture to swing perpendicular to the sign panel.

Hinge pins for the free-swinging brackets must have a minimum diameter of 1/4 inch.

Message, as shown on the plans, must be displayed on both sign panels.

If not shown on the plans, the message and the size of symbols or arrows will be given by the Engineer at your request. Letters must be 8-inch upper case and 6-inch lower case, Series E.

Fixture conductors must be UL- or ETL-listed AWM stranded copper wire with 28 mils, minimum, thermoplastic insulation, rated at 1,000 V(ac) and rated for use at 90 °C. Conductors must be No. 16 minimum and must match color coding of ballast leads.

Conductors within the fixture must be secured with easily removable spring cross straps, not clamped, in the chassis or fixture. Straps must be installed 12 inches apart or less.

Stranded copper conductors connected to screw-type terminals must terminate in approved crimp-type ring connectors.

Splices are not allowed within fixture.

Submit shop drawings showing the message for each sign, including size of letters, symbols or arrows, as shown on the plans. If requested, you must supply, without cost to the State, sufficient samples of materials to be used in the manufacturing of the sign or a complete sign assembly, to allow adequate testing and evaluation of compliance to specified requirements.

## 86-6.08 PHOTOELECTRIC CONTROLS

Photoelectric controls must be capable of directly switching multiple lighting systems.

### 86-6.08A Types

Photoelectric control type must comply with the following:

**Photoelectric Control Types**

| | |
|---|---|
| Type I | Includes a remote photoelectric unit and a test switch housed in an enclosure. |
| Type II | Includes a remote photoelectric unit, a separate contactor located in a service equipment enclosure, and a test switch located in service equipment enclosure. |
| Type III | Includes a remote photoelectric unit, a separate contactor, and a test switch housed in an enclosure. |
| Type IV | Includes a photoelectric unit that plugs into an EEI-NEMA twist-lock receptacle integral with the luminaire. |
| Type V | Includes a photoelectric unit, contactor, and test switch located in service equipment enclosure. |

A switch to allow manual operation of lighting circuit must be included for each Type I, Type II, Type III, and Type V photoelectric control. Switches must be single-hole mounting toggle type, single-pole, single-throw, rated at 12 A with a voltage rating that matches the circuit. Switches must have an indicating nameplate reading "Auto-Test" and be connected in parallel with the load contacts of the photoelectric unit. Test switches must not have an "OFF" position.

Photoelectric unit for Types I, II, and III photoelectric controls, must be pole-top mounted.

### 86-6.08B Equipment Details

#### 86-6.08B(1) Photoelectric Unit

Photoelectric unit must:

1. Have an output in response to changing light levels. Response level must remain stable throughout life of control unit.
2. Have a "turn-on" between 1 and 5 footcandles, and a "turn-off" between 1.5 and 5 times "turn-on." Measurements must be made by procedures in EEI-NEMA standards for physical and electrical interchangeability of light-sensitive control devices used in the control of roadway lighting.
3. Have a EEI-NEMA type receptacle. Mounting brackets must be used where pole-top mounting is not possible. Photoelectric controls must be installed at locations show on the plans and oriented.
4. Be screened to prevent artificial light from causing cycling.
5. Have a supply voltage rating of 60 Hz, 105-130 V(ac), 210-240 V(ac), or 105-240 V(ac), as specified.
6. Have a load rating of 800 W minimum, incandescent, high intensity discharge, or fluorescent.
7. Operate at a temperature range of -20 °C to 55 °C.
8. Have a power consumption less than 10 W.
9. Be housed in a weatherproof enclosure.
10. Have a base with a 3-prong, EEI-NEMA standard, twist-lock plug mounting.
11. Have a "fail-on" feature.

Unit components must not require periodic replacement.

Photoelectric controls, except Type IV and Type V, must include a 4-inch minimum inside diameter, pole-top mounting adaptor containing a terminal block, and cable supports or clamps to support pole wires.

For switching 480 V(ac), 60 Hz circuits, a 100 VA, minimum, 480/120 V(ac) transformer must be installed in the contactor enclosure to allow 120 V(ac) for the photoelectric control unit. If more than 1 photoelectric unit is to be installed at a location, a single transformer with a volt-ampere rating capable of handling the total controlled load, may be used.

#### 86-6.08B(2) Contactor

Contactor must:

1. Have contacts rated to switch the specified lighting load
2. Be normally open
3. Be the mechanical armature type with contacts of fine silver, silver alloy, or superior alternative material

#### 86-6.08B(3) Enclosure

Enclosure for Type I and Type III photoelectric controls must be NEMA 3R. Enclosure must be supplied with a factory-applied rust-resistant prime coat and finish coat. Two applications of paint to match the color of the standard must be applied as specified in Section 86-2.16, "Painting." Enclosure may be hot-dip galvanized instead of painting. A minimum of 2-1/2 inches must be provided between contactor terminals and end of enclosure for wiring connections. Enclosure must be mounted on the same standard as the photoelectric unit at a height of about 6 feet above finished grade.

#### 86-6.08B(4) Terminal Blocks

Terminal blocks must be rated at 25 A, 600 V(ac), molded from phenolic or nylon material, and of the barrier type with plated-brass screw terminals and integral-type marking strips.

### 86-6.09 TRANSFORMERS

Multiple-to-multiple transformers must be single-phase dry type designed for operation on a 60 Hz supply.

#### 86-6.09A Electrical Requirements

Transformers must have a decal showing a connection diagram. Diagram must show either color-coding or wire-tagging with primary (H1, H2) or secondary (X1, X2) markers, and the primary and secondary voltage and volt-ampere rating. Transformers must comply with the following:

**Transformer Electrical Requirements**

| Transformer Characteristic | Multiple-to-Multiple Unit |
|---|---|
| Rating | 120/480 V(ac), 240/480 V(ac), or 480/120 V(ac) |
| Efficiency | Exceed 95 percent |
| Secondary Voltage Regulation and Tolerance | ±3 percent from half load to full load |

Secondary 480 V(ac) windings must be center-tapped.

#### 86-6.09B Physical Requirements

External leads for multiple-to-multiple secondary connections must be Type USE, No. 10, rated 600 V(ac).

Transformer leads must extend a minimum of 12 inches from the case.

Transformer insulation must be NEMA 185 C or better.

Multiple-to-multiple transformers must withstand the application of 2,200 V(ac) from core to coils and from coil to coil for a 1-minute period.

The above tests must be made immediately after operation of transformer at full load for 24 hours.

Non-submersible transformers must include metal half-shell coil protection, have moisture resistant synthetic varnish impregnated windings, and be suitable for outdoor operation in a raintight enclosure.

Each transformer to be installed in a pull box must be the submersible type and include a handle and a hanger.

#### 86-6.09C Submersible Type Transformers

Submersible type transformers must be securely encased in a rugged corrosion resistant, watertight case and must withstand a 5-day test submerged in 2 feet of salt water, 2 percent salt by weight, with 12-hour on and off periods. The operating periods must be at full load.

Leads of submersible transformers must be brought out through one or more sealed hubs and secured to withstand a 100 pound static pull without loosening or leaking.

### 86-6.10 (BLANK)

### 86-6.11 FALSEWORK LIGHTING

#### 86-6.11A General

Falsework lighting must include lighting to illuminate the pavement, portals, and pedestrian walkways at or under openings in the falsework required for traffic.

Lighting for pedestrian walkway illumination must be installed at all pedestrian openings through or under falsework.

Before starting falsework opening construction, you must submit a plan of proposed lighting installations for review and obtain approval. Approval will be made as specified in Section 5-1.02, "Plans and Working Drawings."

You must design falsework lighting so that required maintenance can be performed with a minimum of inconvenience to public traffic. Closing of traffic lanes for routine maintenance will not be permitted on roadways with posted speed limits greater than 25 mph.

Pavement under falsework with portals less than 150 feet apart and falsework portals must be illuminated only during the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code. Photoelectric switches must be used

to control falsework lighting systems. Pavement under falsework with portals 150 feet or more apart and all pedestrian openings through falsework must be illuminated 24 hours per day.

Lighting fixtures must be aimed to avoid glare to oncoming motorists.

Type NMC cable with No. 12 minimum conductors, with ground wire, must be used. Fasten cable to supporting structure at sufficient intervals to adequately support cable and within 12 inches from every box or fitting. Conductors within 8 feet of ground must be enclosed in a 1/2 inch or larger metal conduit.

Each illumination system must be on a minimum of 1 separate branch circuit at each bridge location. Each branch circuit must be fused, not to exceed 20 A.

For falsework lighting, you must arrange with the serving utility to complete service connections. You must pay for energy, line extension, service, and service hookup costs.

At completion of project or when ordered by the Engineer, falsework lighting equipment will become your property and you must remove it from the job site.

You may propose a lighting plan that fulfills light intensity requirements to the systems specified herein. You must supply sufficient data to allow evaluation of alternative methods.

### 86-6.11B Pavement Illumination

Illumination of pavement at vehicular openings through falsework must comply with the following:

1. Fixture must include R/FL commercial type floodlamp holder with protective covers.
2. Fixture must be fully adjustable with brackets and locking screws, and allow mounting directly to a standard metal junction box.
3. Lamp must be medium-base 120 V(ac), 120 W, minimum, PAR-38 quartz-halogen floodlamp.
4. A continuous row of fixture types required must be installed at locations and spacing specified. Fixtures must be installed beneath falsework structure, with the end fixtures not further than 10 feet inside portal faces. Fixtures must be installed and energized immediately after the members supporting them have been erected.
5. Fixtures along the sides of the opening must be placed not more than 4 feet behind or 2 feet in front of the roadway face of the temporary railing. Mounting heights of fixtures must be between 12 and 16 feet above the roadway surface and must present an unobstructed light pattern on the pavement.

### 86-6.11C Portal Illumination

Illumination of falsework portals must comply with the following:

1. On each side of each entrance portal, plywood sheet clearance guides, 4 feet wide by 8 feet high, must be fastened vertically, facing traffic, with the bottom of the panel 3 feet to 4 feet above the roadway. The center of the panel must be located approximately 3 feet horizontally behind the roadway face of the railing. Panels must be freshly painted for each installation with not less than 2 applications of flat white paint. Paint testing will not be required.
2. If ordered by the Engineer, in order to improve the general appearance of the painted surfaces, you must repaint designated areas and that painting will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."
3. Falsework portals must be illuminated on the side facing traffic with 150 W, minimum, PAR reflector floodlamps mounted on the structure directly over each vertical support adjacent to the traveled way, as needed to uniformly illuminate the exterior falsework beam, the clearance guides, and the overhead clearance sign. Each lamp must be supported approximately 16 feet above the pavement and approximately 6 feet in front of the portal face.
4. Portal lighting and clearance guides must be installed on the day that vertical members are erected.

### 86-6.11D Pedestrian Walkway Illumination

Illumination of pedestrian openings through or under falsework must comply with the following:

1. Fixtures must be flush-mounted in the overhead protection shield and equipped with a damage-resistant clear polycarbonate diffuser lens. Lamps must be standard incandescent 100 W, 120 V(ac).
2. Fixtures must be centered over the passageway at intervals of not more than 15 feet with the end fixtures not more than 7 feet inside the end of the pedestrian openings.
3. Pedestrian passageway light systems must be installed immediately after the overhead protection shield is erected.

## 86-7 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

### 86-7.01 REMOVING ELECTRICAL EQUIPMENT

Existing electrical equipment, pull boxes, and conduits, to be removed and not reused or salvaged, become your property and you must dispose of it under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way." Unused

underground conduit may be abandoned in place after all conductors have been removed, except that conduit terminations from conduit to be abandoned must be removed from pull boxes to remain.

Exercise care in salvaging equipment so that it will not be damaged or destroyed. Mast arms must be removed from standards. Luminaires, signal heads, and signal mounting assemblies must be removed from standards and mast arms.

Holes resulting from removing pull boxes must be filled with material equivalent to the surrounding material.

### 86-7.02 REINSTALLING REMOVED ELECTRICAL EQUIPMENT

If removed electrical equipment is to be reinstalled, you must supply all necessary materials and equipment, including signal mounting assemblies, anchor bolts, nuts, washers, and concrete as required to complete the new installation.

Luminaires to be reinstalled must be cleaned and relamped.

Existing materials required to be reused and found to be unsatisfactory by the Engineer must be replaced with new material and the replacement cost will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

## 86-8 PAYMENT

### 86-8.01 PAYMENT

The contract lump sum price or prices paid for signal, ramp metering, flashing beacon, lighting, sign illumination, traffic monitoring station, highway advisory radio systems, closed circuit television systems, or combinations thereof; for modifying or removing those systems; for temporary systems; or the lump sum or unit prices paid for various units of those systems; or the lump sum or per foot price paid for conduit of the various sizes, types, and installation methods listed in the Engineer's Estimate 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, including any necessary pull boxes (except if the type required is shown as a separate contract item); excavation and backfill; concrete foundations (except if 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, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If poles for electrical systems are manufactured from a source located more than 300 air-line miles from Sacramento and Los Angeles, the Department will deduct $5,000 for inspection costs for each inspection site. If poles for electrical systems are manufactured from a source located more than 3,000 air-line miles from Sacramento and Los Angeles, the Department will deduct $8,000 for inspection costs for each inspection site.

Full compensation for all additional materials and labor, not shown on the plans or specified, that are necessary to complete the installation of the various systems, is included in the prices paid for the systems, or units thereof, except as provided in Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," and no additional compensation will be allowed therefor.

If shown as a contract item, the contract price paid per foot for cast-in-drilled-hole concrete pile (signal foundation) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing reinforced concrete pile foundations of the size shown on the Engineer's Estimate, including drilling holes, disposing of the material resulting from drilling holes, furnishing and placing anchor bolt assemblies and reinforcing steel, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

If shown as a contract item, non-reinforced PCC foundations will be measured and paid for by the cubic yard for foundation concrete in the same manner as specified for minor concrete (minor structure) in Section 51, "Concrete Structures."

If shown as a separate contract item by the lump sum or per foot, interconnection conduit and cable includes all interconnection conductors, and conduit and pull boxes containing interconnection cable and no other conductors. The quantity of interconnection conduit and cable to be paid for by the foot is the length of that conduit. Compensation for conduit containing interconnection cable and other conductors is included in the contract price paid for the item requiring the other conductors.

Full compensation for furnishing, installing, maintaining, and removing falsework lighting equipment is included in the contract prices paid for the items of work involved in the structure that requires the falsework lighting and no additional compensation will be allowed therefor.

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## SECTION 88 ENGINEERING FABRICS
**(Issued 06-05-09)**

**Replace Section 88 with:**

## SECTION 88 GEOSYNTHETICS

### 88-1.01 GENERAL

#### 88-1.01A Summary

Section 88 includes specifications for geosynthetics. Geosynthetics are used for:

1. Filtration
2. Drainage
3. Reinforcement
4. Water pollution control
5. Channel and shore protection
6. Pavement interlayer
7. Separation and stabilization

#### 88-1.01B Submittals

Submit:

1. Certificate of Compliance under Section 6-1.07, "Certificates of Compliance"
2. Samples representing each lot
3. Minimum average roll values (MARV)

Label submittals with the manufacturer's name and product information.

#### 88-1.01C Quality Control and Assurance

Treat geosynthetics to resist degradation from exposure to sunlight. Using covers, protect geosynthetics from moisture, sunlight, and shipping and storage damage.

### 88-1.02 FILTRATION

#### 88-1.02A Filter Fabric

Geosynthetics used for filter fabric must be permeable and nonwoven. Filter fabric must consist of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Filter fabric must comply with:

**Filter Fabric**

| Property | ASTM | Specification | | |
|---|---|---|---|---|
| | | Class A | Class B | Class C |
| Grab breaking load, 1-inch grip, lb minimum in each direction | D 4632 | 157 | | |
| Apparent elongation, percent minimum in each direction | D 4632 | 50 | | |
| Hydraulic bursting strength, psi minimum | D 3786 | 210 | | |
| Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr | D 4355 | 70 | | |
| Permittivity, $sec^{-1}$ minimum | D 4491 | 0.5 | 0.2 | 0.1 |
| Apparent opening size, average roll value, U.S. Standard sieve size maximum | D 4751 | 40 | 60 | 70 |

## 88-1.03 DRAINAGE

### 88-1.03A Geocomposite Wall Drain

Geocomposite wall drain must consist of a polymeric core with filter fabric integrally bonded to 1 or both sides of the core creating a stable drainage void.

Filter fabric must comply with Section 88-1.02, "Filtration."

Geocomposite wall drain must comply with:

**Geocomposite Wall Drain**

| Property | ASTM | Specification |
|---|---|---|
| Thickness with fabric, inches maximum | -- | 2 |
| Transmissivity, gradient = 1.0, normal stress = 5,000 psf, gal/min/ft | D 4716 | 4 |

## 88-1.04 REINFORCEMENT

### 88-1.04A Geotechnical Subsurface Reinforcement

#### General

Geosynthetic used for geotechnical subsurface reinforcement must be either of the following:

1. Geotextile
2. Geogrid

Geotextile permittivity must be at least 0.05 $sec^{-1}$ determined under ASTM D 4491.

Geogrid must have a regular and defined open area. The open area must be from 50 to 90 percent of the total grid area.

#### Long Term Design Strength

Long Term Design Strength (LTDS) of geosynthetic reinforcement is the ultimate tensile strength in the primary strength direction divided by reduction factors. Calculate the LTDS from the guidelines in Geosynthetic Research Institute (GRI) Standard Practice GG4a, GRI GG4b, or GRI GT7.

The product of the appropriate reduction factors must be at least 1.30. Determine the reduction factor for creep using a 75-year design life for permanent applications and a 5-year design life for temporary applications. Determine the installation damage reduction factor based on the characteristics of the backfill materials used.

If test data is not available, use default values of reduction factors in the GRI Standard Practice to calculate LTDS.

Submit the LTDS and its supporting calculations at least 15 days before placing geosynthetic reinforcement. Do not install before the Engineer's approval. The LTDS must be signed by an engineer who is registered as a civil engineer in the State.

## 88-1.05 WATER POLLUTION CONTROL

Geosynthetics used for water pollution control must comply with:

**Water Pollution Control Geosynthetics**

| Property | ASTM | Application | | | | |
|---|---|---|---|---|---|---|
| | | Silt Fence | | Sediment Filter Bag | Gravel-Filled Bags | Temporary Cover |
| | | Woven | Non-woven | | | |
| Grab breaking load, 1-inch grip, lb minimum in each direction | D 4632 | 120 | 120 | 255 | 205 | 200 |
| Apparent elongation, percent minimum, in each direction | D 4632 | 15 | 50 | -- | -- | 50 |
| Water flow rate, gallons per minute/square foot minimum and maximum average roll value | D 4491 | 10 - 100 | 100 - 150 | 80 - 200 | 80 - 150 | 75 - 120 |
| Permittivity, $sec^{-1}$ minimum | D 4491 | 0.1 | 1.1 | 1.0 | 0.2 | 1.0 |
| Apparent opening size, inches maximum average roll value | D 4751 | 0.023 | 0.023 | 0.033 | 0.016 | 0.007 |
| Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr. | D 4355 | 70 | 70 | 70 | 70 | 70 |

## 88-1.06 CHANNEL AND SHORE PROTECTION

### 88-1.06A Rock Slope Protection

Rock slope protection (RSP) fabric must be a permeable, nonwoven, needle-punched geotextile. RSP fabric consists of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Polymers must be either virgin compounds or clean reworked material. Do not subject virgin compounds to use or processing other than required for initial manufacture. Clean reworked material must be previously processed material from the processor's own production that has been reground, pelletized, or solvated. RSP fabric must not consist of more than 20 percent by weight of clean reworked material. Do not use recycled materials from either post-consumer or post-industrial sources.

Class 8 or Class 10 RSP fabric must comply with:

**Rock Slope Protection Fabric**

| Property | ASTM | Specification | |
|---|---|---|---|
| | | Class 8 | Class 10 |
| Weight, oz/yd$^2$ minimum | D 5261 | 7.5 | 9.5 |
| Grab breaking load, lb 1-inch grip, min. in each direction | D 4632 | 200 | 250 |
| Apparent elongation, percent min., in each direction | D 4632 | 50 | 50 |
| Permittivity, sec$^{-1}$, minimum | D 4491 | 1.0 | 0.70 |
| Apparent opening size, U.S. Standard sieve size minimum and maximum | D 4751 | 70 - 100 | 70 - 100 |
| Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr. | D4355 | 70 | 70 |

## 88-1.07 PAVEMENT INTERLAYER

### 88-1.07A Paving Fabric

Geosynthetics used for paving fabric must be nonwoven. Paving fabric must comply with:

**Geosynthetic Paving Fabric**

| Property | ASTM | Specification |
|---|---|---|
| Mass per unit area, oz/yd$^2$ minimum | D 5261 | 4.1 |
| Grab breaking load, lb 1-inch grip, minimum, in each direction | D 4632 | 100 |
| Apparent elongation, percent minimum in each direction | D 4632 | 50 |
| Hydraulic bursting strength, psi minimum | D 3786 | 200 |
| Melting point, °F minimum | D 276 | 325 |
| Asphalt retention, gal/yd$^2$ minimum | D 6140 | 0.2 |

### 88-1.07B Paving Mat

Geosynthetics used for paving mat must be a nonwoven fiberglass and polyester hybrid material. Paving mat must comply with:

**Geosynthetic Paving Mat**

| Property | ASTM | Specification |
|---|---|---|
| Breaking force, lb/2 inches minimum | D 5035 | 45 |
| Ultimate elongation, percent maximum | D 5035 | 5 |
| Mass per unit area, oz/ sq yd minimum | D 5261 | 3.7 |
| Melting point, °F minimum | D 276 | 400 |
| Asphalt retention, gal/yd$^2$ minimum | D 6140 | 0.10 |

### 88-1.07C Paving Grid

Geosynthetics used for paving grid must be a geopolymer material formed into a grid of integrally connected elements with openings. Paving grid must comply with:

**Geosynthetic Paving Grid**

| Property | Test | Specification | | |
|---|---|---|---|---|
| | | Class I | Class II | Class III |
| Tensile strength at ultimate, lb/in [a] minimum | ASTM D 6637 | 560 x 1,120 | 560 | 280 |
| Aperture size, inch minimum | Calipered | 0.5 | 0.5 | 0.5 |
| Elongation, % maximum | ASTM D 6637 | 12 | 12 | 12 |
| Mass per area, oz / sqyd minimum | ASTM D 5261 | 16 | 10 | 5.5 |
| Melting point, °F minimum | ASTM D 276 | 325 | 325 | 325 |

Note:
[a] For Class I, machine direction x cross direction. For Class II and Class III, both directions.

### 88-1.07D Paving Geocomposite Grid

Paving geocomposite grid consists of paving grid specified under Section 88-1.07C, "Paving Grid," bonded or integrated with paving fabric specified under Section 88-1.07A, "Paving Fabric."

Paving geocomposite grid must have a peel strength of at least 10 pounds per foot determined under ASTM D 413.

### 88-1.07E Geocomposite Strip Membrane

Geocomposite strip membrane must consist of various widths of strips manufactured from of asphaltic rubber and geosynthetics. Geocomposite strip membrane must comply with:

**Geocomposite Strip Membrane**

| Property | ASTM | Specification |
|---|---|---|
| Strip tensile strength, lbs/inch minimum | D 882 | 50 |
| Elongation at break, % minimum | D 882 | 50 |
| Resistance to puncture, lbs. minimum | E 154 | 200 |
| Permeance, perms maximum | E 96/E 96M | 0.10 |
| Pliability, 1/4 inch mandrel with sample conditioned at 25 °F | D 146 | No cracks in fabric or bitumen |
| Melting point, °F | D 276 | 325 |

## 88-1.08 SEPARATION AND STABILIZATION

### 88-1.08A Subgrade Enhancement Geotextile

Subgrade enhancement geotextile must consist of either of the following:

1. Polyester
2. Polypropylene

Subgrade enhancement geotextile must comply with:

**Subgrade Enhancement Geotextile**

| Property | ASTM | Specification [a] | | | | |
|---|---|---|---|---|---|---|
| | | Class A1 | Class A2 | Class B1 | Class B2 | Class B3 |
| Elongation at break, % | D 4632 | <50 | ≥50 | <50 | <50 | ≥50 |
| Grab tensile strength, lb minimum | D4632 | 250 | 160 | -- | 320 | 200 |
| Wide width tensile strength at 5% strain, lb/ft minimum | D 4595 | -- | -- | 2,000 | -- | -- |
| Wide width tensile strength at ultimate strength, lb/ft minimum | D 4595 | -- | -- | 4,800 | -- | -- |
| Tear strength, lb minimum | D 4533 | 90 | 60 | -- | 120 | 80 |
| Puncture strength, lb minimum | D 6241 | 500 | 310 | 620 | 620 | 430 |
| Permittivity, $sec^{-1}$ minimum | D 4491 | 0.05 | 0.05 | 0.20 | 0.20 | 0.20 |
| Apparent opening size, inches maximum | D 4751 | 0.012 | 0.012 | 0.024 | 0.012 | 0.012 |
| Ultraviolet stability (retained strength after 500 hrs exposure), % minimum | D 4355 | 70 | 70 | 70 | 70 | 70 |

Notes:
[a] Specifications are based on minimum average roll value in the weaker principle direction except apparent opening size is based on maximum average roll value.

**88-1.09 PAYMENT**

The Department measures and pays for geosynthetics under the specifications requiring their use.

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## SECTION 90 PORTLAND CEMENT CONCRETE
**(Issued 06-05-09)**

**Replace Section 90 with:**

## SECTION 90 PORTLAND CEMENT CONCRETE

### 90-1 GENERAL

**90-1.01 DESCRIPTION**

Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.

The Contractor shall determine the mix proportions for concrete in conformance with these specifications.

Minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard unless otherwise specified in these specifications or the special provisions.

Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic yard of concrete in structures or portions of structures shall conform to the following:

| Use | Cementitious Material Content (Pounds/CY) |
|---|---|
| Concrete designated by compressive strength: | |
| Deck slabs and slab spans of bridges | 675 min., 800 max. |
| Roof sections of exposed top box culverts | 675 min., 800 max. |
| Other portions of structures | 590 min., 800 max. |
| Concrete not designated by compressive strength: | |
| Deck slabs and slab spans of bridges | 675 min. |
| Roof sections of exposed top box culverts | 675 min. |
| Prestressed members | 675 min. |
| Seal courses | 675 min. |
| Other portions of structures | 590 min. |
| Concrete for precast members | 590 min., 925 max. |

Except for when a modulus of rupture is specified, the minimum required compressive strength for concrete shall be the strength specified, or 2,500 pounds per square inch, whichever is greater. Concrete shall be proportioned such that the concrete will attain the minimum required compressive strength.

If the specified 28-day compressive strength is greater than 3,600 pounds per square inch, the concrete shall be designated by compressive strength, and 42 days will be allowed to obtain the specified strength.

For concrete not designated by compressive strength, the Engineer may test the concrete for compressive strength. The concrete will be accepted if the compressive strength at 28 days attains 85 percent or more of the minimum required compressive strength.

Concrete shall be proportioned to conform to the following shrinkage limitations when tested in conformance with the requirements of AASHTO Designation: T 160, modified as follows:

| Condition | Maximum Shrinkage of Laboratory Cast Specimens at 28 days Drying (average of 3, %) |
|---|---|
| Paving and approach slab concrete | 0.050 |
| Bridge deck concrete | 0.045 |

Note: Shrinkage requirement is waived for concrete that is used for precast elements.

Shrinkage tests shall be either:

A. Performed by a laboratory accredited to perform AASHTO Designation: T 160, or
B. Performed by a laboratory that maintains a current rating of 3 or better for the Cement and Concrete Reference Laboratory (CCRL) concrete proficiency sample program.

Laboratory cast specimens shall have a 4" x 4" cross section. Specimens shall be removed from the molds 23 ± 1 hours after mixing the concrete and placed in lime water at 73 ± 3 °F to 7 days age. A comparator reading shall be taken at 7 days age and recorded as the initial reading. Specimens then shall be stored in a humidity controlled room maintained at 73 ± 3 °F and 50 ± 4 percent relative humidity for the remainder of the test. Subsequent readings shall be taken at 7, 14, 21, and 28 days drying.

Test data verifying conformance to the shrinkage limitations shall be submitted with the mix design. Shrinkage testing data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for concrete with similar proportions and the same materials and material sources to be used on this contract. Concrete shall be considered to have similar proportions if, when compared to concrete to be used on this project, no more than 2 mix design elements are varied. Varied mix design elements shall fall within the tolerances in the following table:

| Mix Design Element | Tolerance (±) |
|---|---|
| Water to cementitious material ratio | 0.03 |
| Total water content | 5 % |
| Coarse aggregate (weight per cubic yard) | 10 % |
| Fine aggregate (weight per cubic yard) | 10 % |
| Supplementary cementitious material content | 5 % |
| Admixture (as originally dosed) | 25 % |

Note: Admixtures must be of the same brand.

Before using concrete or in advance of revising the 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 (SCM) 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 SCM content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State $0.25 for each pound of cementitious material, portland cement, or SCM 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.

## 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 SCM, or a blended cement. No cementitious material shall be used in the work unless it is on the Department's Pre-Qualified Products List at the time of mix design submittal. Information regarding cementitious material qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

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 the various cementitious materials meeting this Section 90-2.01 are kept separate from each other and from other cementitious materials. A storage silo containing a cementitous material shall be emptied before using that silo for a different cementitious material. Blended cements with a percentage of SCM differing by more than 2 percentage points are considered different 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. If blended cement is used, the Certificate of Compliance shall include a statement signed by the blended cement supplier that indicates the actual percentage, by weight, of SCM in the blend. Weight of SCM shall be by weighing device conforming to Section 9-1.01, "Measurement of Quantities," or as determined by chemical analysis.

#### 90-2.01A Cement

Portland cement shall conform to the requirements in ASTM Designation: C 150 except the $C_3S$ content of Type II cement shall not exceed 65 percent.

Blended cement shall conform to the requirements for Portland Blast-Furnace Slag Cement, Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240, except that the maximum limits on the pozzolan content shall not apply. Blended cement shall be comprised of Type II or Type V cement and SCM produced either by intergrinding portland cement clinker and SCM, by blending portland cement and either finely ground granulated blast furnace slag or finely divided pozzolan, or a combination of intergrinding and blending.

In addition, Type II portland cement and Type V portland cement shall conform to the following requirements:

A. The cement shall not contain more than 0.60-percent by mass of alkalies, calculated as the percentage of $Na_2O$ plus 0.658 times the percentage of $K_2O$, when determined by methods as required in AASHTO Designation: T 105; and
B. The autoclave expansion shall not exceed 0.50-percent

Type III portland cement shall be used only as specified or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement. The Contractor may use Type III portland cement in the manufacturing of precast concrete.

**90-2.01B Supplementary Cementitious Materials**

Each supplementary cementitious material shall conform to one of the following:

A. Fly ash conforming to the requirements in AASHTO Designation: M 295, Class F, and these specifications. 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.
B. Ultra fine fly ash (UFFA) conforming to the requirements in AASHTO Designation: M 295, Class F, and the following chemical and physical requirements:

| Chemical Requirements | Percent |
|---|---|
| Sulfur Trioxide ($SO_3$) | 1.5 max. |
| Loss on ignition | 1.2 max. |
| Available Alkalies (as $Na_2O$) equivalent | 1.5 max. |

| Physical Requirements | Percent |
|---|---|
| Particle size distribution | |
| Less than 3.5 microns | 50 |
| Less than 9.0 microns | 90 |
| Strength Activity Index with portland cement | |
| 7 days | 95 (minimum % of control) |
| 28 days | 110 (minimum % of control) |
| Expansion at 16 days when testing job materials in conformance with ASTM C 1567* | 0.10 max. |

* In the test mix, Type II or Type V portland cement shall be replaced with at least 12% UFFA by weight.

C. Raw or calcined natural pozzolans conforming to the requirements in AASHTO Designation: M 295, Class N. and the following requirements and these specifications. 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.
D. Metakaolin conforming to the requirements in AASHTO Designation: M 295, Class N, and the following chemical and physical requirements:

| Chemical Requirements | Percent |
|---|---|
| Silicon Dioxide ($SiO_2$) + Aluminum Oxide ($Al_2O_3$) | 92.0 min. |
| Calcium Oxide (CaO) | 1.0 max |
| Sulfur Trioxide ($SO_3$) | 1.0 max. |
| Loss on ignition | 1.2 max. |
| Available Alkalies (as $Na_2O$) equivalent | 1.0 max. |

| Physical Requirements | Percent |
|---|---|
| Particle size distribution<br>Less than 45 microns | 95 |
| Strength Activity Index with portland cement<br>7 days<br>28 days | <br>100 (minimum % of control)<br>100 (minimum % of control) |

E. Ground Granulated Blast Furnace Slag (GGBFS) conforming to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.
F. Silica Fume conforming 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.

Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:

A. Sources of fly ash to be commingled shall each produce fly ash that conforms to the requirements in AASHTO Designation: M 295, Class F.
B. Testing of the commingled product is the responsibility of the fly ash supplier.
C. Each fly ash's running average of relative density shall not differ from any other by more than 0.25 pound per cubic inch at the time of commingling.
D. 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.
E. The final product of commingled fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F.

**90-2.01C Required Use Of Supplementary Cementitious Materials**

**General**

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 these specifications.

The SCM content in portland cement concrete shall conform to one of the following:

A. Any combination of portland cement and at least one SCM, satisfying Equations (1) and (2):

Equation (1)

$$\frac{(25 \text{ x UF}) + (12 \text{ x FA}) + (10 \text{ x FB}) + (6 \text{ x SL})}{\text{MC}} \geq \text{X}$$

Where:

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.
FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.
FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 15 percent, including the amount in blended cement, pounds per cubic yard.
SL = GGBFS, including the amount in blended cement, pounds per cubic yard.
MC = Minimum amount of cementitious material specified, pounds per cubic yard.
X = 1.8 for innocuous aggregate, 3.0 for all other aggregate.

Equation (2)

$$\text{MC} - \text{MSCM - PC} \geq 0$$

Where:

MC = Minimum amount of cementitious material specified, pounds per cubic yard.
MSCM = The minimum sum of SCMs that satisfies Equation (1) above, pounds per cubic yard.
PC = The amount of portland cement, including the amount in blended cement, pounds per cubic yard.

B. 15 percent of Class F fly ash with at least 48 ounces of $LiNO_3$ solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.

**Precast Concrete**

The SCM content in precast portland cement concrete shall conform to one of the following:

A. Any combination of portland cement and SCM, satisfying the following equation:

Equation (3)

$$\frac{(25 \text{ x UF}) + (12 \text{ x FA}) + (10 \text{ x FB}) + (6 \text{ x SL})}{\text{TC}} \geq \text{X}$$

Where:

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.
FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.
FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 15 percent, including the amount in blended cement, pounds per cubic yard.
SL = GGBFS, including the amount in blended cement, pounds per cubic yard.
TC = Total amount of cementitious material used in the mix, pounds per cubic yard.
X = 0.0 if precast members are constructed with portland cement concrete using aggregate that is "innocuous" in conformance with the provisions in Section 90-2.02, "Aggregates."
X = 3.0 for all other aggregate.

B. 15 percent of Class F fly ash with at least 48 ounces of $LiNO_3$ solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.
C. Any combination of supplementary cementitious material and portland cement may be used if the expansion of cementitious material and aggregate does not exceed 0.10 percent when tested in conformance with the requirements in ASTM C 1567. Test data shall be submitted with each mix design. Test data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for the same concrete mix and the same materials and material sources to be used on this contract.

## 90-2.02 AGGREGATES

To be considered innocuous, aggregate must be on the Department's approved list, "Innocuous Aggregates for use in Concrete." Information regarding aggregate qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

Both coarse and fine aggregate must be on the approved list for the aggregate used in concrete to be considered innocuous.

Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, $D_f$, of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.

If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of

concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $3.50 per cubic yard for paving concrete and $5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $3.50 per cubic yard for paving concrete and $5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.

When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

### 90-2.02A Coarse Aggregate

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

Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.

Coarse aggregate shall conform to the following quality requirements:

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

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

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

### 90-2.02B Fine Aggregate

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

Fine aggregate shall conform to the following quality requirements:

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

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

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

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

**90-2.03 WATER**

In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as $SO_4$, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as $SO_4$, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

In nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1,500 parts per million of sulfates as $SO_4$, when tested in conformance with California Test 417.

In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis ($Na_2O$ + 0.658 $K_2O$) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

**90-2.04 Admixture Materials**

Admixture materials shall be stored and dispersed in liquid form and conform to the following requirements:

A. Chemical Admixtures—ASTM Designation: C 494.
B. Air-entraining Admixtures—ASTM Designation: C 260.
C. Lithium Nitrate shall be in an aqueous solution conforming to the following:

1. Lithium Nitrate ($LiNO_3$) must be 30 percent +/- 0.5 percent by weight
2. Sulfate ($SO_4$) must be less than 1000 ppm
3. Chloride (Cl) must be less than 1000 ppm
4. Alkalis ($Na_2O$ + 0.658 $K_2O$) must be less than 1000 ppm

## 90-3 AGGREGATE GRADINGS

### 90-3.01 GENERAL

Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

Gradations proposed by the Contractor shall be within the following percentage passing limits:

| Primary Aggregate Nominal Size | Sieve Size | Limits of Proposed Gradation |
|---|---|---|
| 1-1/2" x 3/4" | 1" | 19 - 41 |
| 1" x No. 4 | 3/4" | 52 - 85 |
| 1" x No. 4 | 3/8" | 15 - 38 |
| 1/2" x No. 4 | 3/8" | 40 - 78 |
| 3/8" x No. 8 | 3/8" | 50 - 85 |
| Fine Aggregate | No. 16 | 55 - 75 |
| Fine Aggregate | No. 30 | 34 - 46 |
| Fine Aggregate | No. 50 | 16 - 29 |

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

### 90-3.02 COARSE AGGREGATE GRADING

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

| | Percentage Passing Primary Aggregate Nominal Sizes | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1-1/2" x 3/4" | | 1" x No. 4 | | 1/2" x No. 4 | | 3/8" x No. 8 | |
| Sieve Sizes | Operating Range | Contract Compliance | Operating Range | Contract Compliance | Operating Range | Contract Compliance | Operating Range | Contract Compliance |
| 2" | 100 | 100 | — | — | — | — | — | — |
| 1-1/2" | 88 - 100 | 85 - 100 | 100 | 100 | — | — | — | — |
| 1" | X ±18 | X ±25 | 88 - 100 | 86 - 100 | — | — | — | — |
| 3/4" | 0 - 17 | 0 - 20 | X ±15 | X ±22 | 100 | 100 | — | — |
| 1/2" | — | — | — | — | 82 - 100 | 80 - 100 | 100 | 100 |
| 3/8" | 0 - 7 | 0 - 9 | X ±15 | X ±22 | X ±15 | X ±22 | X ±15 | X ±20 |
| No. 4 | — | — | 0 - 16 | 0 - 18 | 0 - 15 | 0 - 18 | 0 - 25 | 0 - 28 |
| No. 8 | — | — | 0 - 6 | 0 - 7 | 0 - 6 | 0 - 7 | 0 - 6 | 0 - 7 |

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

Coarse aggregate for the 1-1/2 inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

When the one inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 1" x No. 4 primary aggregate nominal size.

### 90-3.03 FINE AGGREGATE GRADING

Fine aggregate shall be graded within the following limits:

| Sieve Sizes | Percentage Passing | |
|---|---|---|
| | Operating Range | Contract Compliance |
| 3/8" | 100 | 100 |
| No. 4 | 95 - 100 | 93 - 100 |
| No. 8 | 65 - 95 | 61 - 99 |
| No. 16 | X ±10 | X ±13 |
| No. 30 | X ±9 | X ±12 |
| No. 50 | X ±6 | X ±9 |
| No. 100 | 2 - 12 | 1 - 15 |
| No. 200 | 0 - 8 | 0 - 10 |

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the No. 16 sieve and the total percentage passing the No. 30 sieve shall be between 10 and 40, and the difference between the percentage passing the No. 30 and No. 50 sieves shall be between 10 and 40.

Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

### 90-3.04 COMBINED AGGREGATE GRADINGS

Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.

The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 1-1/2 inch, maximum grading, or the 1 inch, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

| Sieve Sizes | Percentage Passing | | | |
|---|---|---|---|---|
| | 1-1/2" Max. | 1" Max. | 1/2" Max. | 3/8" Max. |
| 2" | 100 | — | — | — |
| 1-1/2" | 90 - 100 | 100 | — | — |
| 1" | 50 - 86 | 90 - 100 | — | — |
| 3/4" | 45 - 75 | 55 - 100 | 100 | — |
| 1/2" | — | — | 90 - 100 | 100 |
| 3/8" | 38 - 55 | 45 - 75 | 55 - 86 | 50 - 100 |
| No. 4 | 30 - 45 | 35 - 60 | 45 - 63 | 45 - 63 |
| No. 8 | 23 - 38 | 27 - 45 | 35 - 49 | 35 - 49 |
| No. 16 | 17 - 33 | 20 - 35 | 25 - 37 | 25 - 37 |
| No. 30 | 10 - 22 | 12 - 25 | 15 - 25 | 15 - 25 |
| No. 50 | 4 - 10 | 5 - 15 | 5 - 15 | 5 - 15 |
| No. 100 | 1 - 6 | 1 - 8 | 1 - 8 | 1 - 8 |
| No. 200 | 0 - 3 | 0 - 4 | 0 - 4 | 0 - 4 |

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

## 90-4 ADMIXTURES

### 90-4.01 GENERAL

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

Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined by California Test 415, shall not be used.

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

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

Chemical admixtures shall be used in conformance with the manufacturer's written recommendations. The manufacturer's written recommendations shall include a statement that the admixtures are compatible with the types and amounts of SCMs used.

**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. Information regarding admixture qualification and placement on the Department's list can be obtained at the Transportation Laboratory.

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

**90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES**

If the use of a chemical admixture is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.

**90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES**

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

A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
B. When a reduction in cementitious material content is made, the dosage of admixture used shall be no less than the dosage used in determining approval of the admixture.

The Contractor may use Type S admixtures conforming to the requirements in ASTM Designation: C 494.

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

**90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES**

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

**90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES**

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

**90-4.08 BLANK**

**90-4.09 BLANK**

### 90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

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

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

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

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

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

Liquid admixtures requiring dosages greater than one-half gallon per cubic yard shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."

### 90-4.11 BLANK

## 90-5 PROPORTIONING

### 90-5.01 STORAGE OF AGGREGATES

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

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

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

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

### 90-5.02 PROPORTIONING DEVICES

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

Proportioning devices shall be tested as frequently as the Engineer may deem necessary to ensure their accuracy.

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

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

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

A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch weight of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch weights; and
B. Cement shall be 99 to 102 percent of its designated batch weight. When weighed individually, SCM shall be 99 to 102 percent of its designated batch weight. When SCM and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch weight, and the total for cement and SCM shall be 99 to 102 percent of the sum of their designated batch weights When a blended cement is used, the percentages of cement and SCM used for calculating batch weights shall be based on the percentage of SCM indicated in the Certificate of Compliance from the blended cement supplier; and
C. Water shall be within 1.5 percent of its designated weight or volume.

Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, SCM, or cement plus SCM and aggregates shall not exceed that of commercially available scales having single graduations indicating a weight not exceeding the maximum permissible weight variation above, except that no scale shall be required having a capacity of less than 1,000 pounds, with one pound graduations.

**90-5.03 PROPORTIONING**

Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cementitious material and water as provided in these specifications. Aggregates shall be proportioned by weight.

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

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

Bulk Type IP (MS) or Type IS (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 SCM 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 SCM are weighed cumulatively, the cement shall be weighed first.

If cement and SCM are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the SCM 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 SCM shall be discharged into the mixer simultaneously with the aggregate.

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

For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

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

In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

### 90-5.03A Proportioning For Pavement

Aggregates and bulk SCM for use in pavement shall be proportioned by weight by means of automatic proportioning devices of approved type conforming to these specifications.

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

The batching of cement, SCM, or cement plus SCM 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 SCM hoppers or the cement plus SCM hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If interlocks are required for cement and SCM charging mechanisms and cement and SCM are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of SCM until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If concrete is completely mixed in stationary paving mixers, the SCMs shall be weighed in a separate weigh hopper and the SCM 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, SCM, aggregates, and water uniformly before discharge, weighing the SCM 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 SCM hoppers or the cement plus SCM hopper shall be designed to permit regulating the flow of cement, SCM, or cement plus SCM into the aggregate as directed by the Engineer.

If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

## 90-6 MIXING AND TRANSPORTING

### 90-6.01 GENERAL

Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 1/3 cubic yard may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."

Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.

Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cementitious material.

Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.

When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 1/2 inch. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 170 pounds per cubic yard of concrete.

| Average Slump | Maximum Permissible Difference |
|---|---|
| Less than 4" | 1" |
| 4" to 6" | 1-1/2" |
| Greater than 6" to 9" | 2" |

The Contractor shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

**90-6.02 MACHINE MIXING**

Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.

The temperature of mixed concrete, immediately before placing, shall be not less than 50 °F or more than 90 °F. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 150 °F. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.

Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.

The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The size of batch shall not exceed the manufacturer's guaranteed capacity.

When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at job site batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.

Concrete shall be mixed and delivered to the job site by means of one of the following combinations of operations:

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

Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed will be allowed for partial mixing in a central plant.

## 90-6.03 TRANSPORTING MIXED CONCRETE

Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

Bodies of nonagitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.

Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 75 °F.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point.

The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

If a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or if the temperature of the concrete is 85 °F or above, the time allowed may be less than 1.5 hours. If an admixture is used to retard the set time, the temperature of the concrete shall not exceed 85 °F, the time limit shall be 2 hours, and the revolution limitation shall be 300.

If nonagitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 °F or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete delivered at the job site shall be accompanied by a weighmaster certificate showing the mix identification number, nonrepeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale weights (pounds) for the ingredients batched. Theoretical or target batch weights shall not be used as a substitute for actual scale weights.

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

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

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

## 90-6.04 TIME OR AMOUNT OF MIXING

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

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

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

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

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

### 90-6.05 HAND-MIXING

Hand-mixed concrete shall be made in batches of not more than 1/3 cubic yard and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than one foot in total depth. On this mixture shall be spread the dry cementitious materials and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

### 90-6.06 AMOUNT OF WATER AND PENETRATION

The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the nominal values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. If Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 9 inches after the chemical admixtures are added.

| Type of Work | Nominal | | Maximum | |
|---|---|---|---|---|
| | Penetration (inches) | Slump (inches) | Penetration (inches) | Slump (inches) |
| Concrete Pavement | 0 - 1 | — | 1-1/2 | — |
| Non-reinforced concrete facilities | 0 – 1-1/2 | — | 2 | — |
| Reinforced concrete structures | | | | |
| Sections over 12 inches thick | 0 – 1-1/2 | — | 2-1/2 | — |
| Sections 12 inches thick or less | 0 - 2 | — | 3 | — |
| Concrete placed under water | — | 6 - 8 | — | 9 |
| Cast-in-place concrete piles | 2-1/2 – 3-1/2 | 5 - 7 | 4 | 8 |

The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.

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

If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

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

## 90-7 CURING CONCRETE

### 90-7.01 METHODS OF CURING

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

#### 90-7.01A Water Method

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

Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.

If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying

water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing media.

At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 4-mil, and shall be extruded onto 10-ounce burlap.

At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 10-mil achieved in a single layer of material.

If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 3 inches of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 140° F, use of these curing media shall be disallowed.

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

**90-7.01B Curing Compound Method**

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

Curing compounds to be used shall be as follows:

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

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

The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.28 pounds per square yard in 24 hours.

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

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

Curing compound shall be applied at a nominal rate of one gallon per 150 square feet, unless otherwise specified.

At any point, the application rate shall be within ±50 square feet per gallon of the nominal rate specified, and the average application rate shall be within ±25 square feet per gallon of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

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

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

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

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

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

Curing compounds shall remain sprayable at temperatures above 40 °F and shall not be diluted or altered after manufacture.

The curing compound shall be packaged in clean 274-gallon totes, 55-gallon barrels or 5-gallon pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 274-gallon totes and the 55-gallon barrels shall have removable lids and airtight fasteners. The 5-gallon pails shall be round and have standard full open head and bail. Lids with bungholes will not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

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

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

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

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

Curing compound will be sampled by the Engineer at the source of supply, at the job site, or at both locations.

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

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

### 90-7.01C Waterproof Membrane Method

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

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

The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 0.33 foot.

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

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

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

### 90-7.01D Forms-In-Place Method

Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 20 inches in least dimension the forms shall remain in place for a minimum period of 5 days.

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

## 90-7.02 BLANK

## 90-7.03 CURING STRUCTURES

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

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

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

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

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

## 90-7.04 CURING PRECAST CONCRETE MEMBERS

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

A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 50 °F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50 °F and 90 °F.
B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 40 °F per hour. The curing temperature throughout the enclosure shall not exceed 150 °F and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 200 feet of continuous bed length will be required for checking temperature.
F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 60 °F until the stress is transferred to the concrete.
G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

### 90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles in a corrosive environment shall be cured as follows:

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

### 90-7.06 CURING SLOPE PROTECTION

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

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

### 90-7.07 CURING MISCELLANEOUS CONCRETE WORK

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

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

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

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

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

## 90-8 PROTECTING CONCRETE

### 90-8.01 GENERAL

In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.

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

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

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

### 90-8.02 PROTECTING CONCRETE STRUCTURES

Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 45 °F for 72 hours after placing and at not less than 40 °F for an additional 4 days.

## 90-9 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 bycompressive 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 compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State $10 for each in-place cubic yard of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State $15 for each in-place cubic yard of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

If the test result indicates that the compressive strength at the maximum 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 age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

No single compressive strength test shall represent more than 320 cubic yards.

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

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

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

Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 580 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

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

A. Date of mixing.
B. Mixing equipment and procedures used.
C. The size of batch in cubic yards and the weight, type, and source of all ingredients used.
D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) of the concrete.
E. The air content of the concrete if an air-entraining admixture is used.
F. The age at time of testing and strength of all concrete cylinders tested.

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

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

Before using minor concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design. When required by the following table, the Contractor shall include compressive strength test results verifying the minimum specified compressive strength:

| SCM | Test Submittal Required |
|---|---|
| Fly Ash used alone | When portland cement content<350 lbs/cy |
| GGBFS used alone | When portland cement content <250 lbs/cy |
| Natural Pozzolan used alone | When portland cement content <350 lbs/cy |
| More than 1 SCM | Always |

Tests shall be performed by an ACI certified technician.

### 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," and 90-2, "Materials."

#### 90-10.02B Aggregate

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

Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.

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

The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 1-1/2-inch or smaller than 3/4 inch.

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

### 90-10.02C Water

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

### 90-10.02D Admixtures

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

## 90-10.03 PRODUCTION

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

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

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

Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90 °F will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

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

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

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

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

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

## 90-10.04 CURING MINOR CONCRETE

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

## 90-10.05 PROTECTING MINOR CONCRETE

Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 40 °F for 72 hours after placing.

## 90-10.06 MEASUREMENT AND PAYMENT

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

# 90-11 MEASUREMENT AND PAYMENT

## 90-11.01 MEASUREMENT

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

For concrete measured at the mixer, the volume in cubic feet shall be computed as the total weight of the batch in pounds divided by the density of the concrete in pounds per cubic foot. The total weight of the batch shall be calculated as

the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

### 90-11.02 PAYMENT

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

Full compensation for furnishing and incorporating admixtures required by these specifications or the special provisions will be considered as included in the contract prices paid for the concrete involved and no additional compensation will be allowed therefor.

Should the Engineer order the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them into the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

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## SECTION 91 PAINT
## (Issued 05-1-06)

**Replace Section 91-3 with:**

## 91-3 PAINTS FOR TIMBER

### 91-3.01 WOOD PRIMER, LATEX-BASE

**Classification:**

This specification covers a ready-mixed priming paint for use on unpainted wood or exterior woodwork. It shall conform with the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for exterior wood primers, and be listed on the Exterior Latex Wood Primer MPI List Number 6.

### 91-3.02 PAINT; LATEX-BASE FOR EXTERIOR WOOD, WHITE AND TINTS

**Classification:**

This specification covers a ready-mixed paint for use on wood surfaces subject to outside exposures. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products List:

A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

Unpainted wood shall first be primed with wood primer conforming to the provisions in Section 91-3.01, "Wood Primer, Latex-Base."

**Replace Section 91-4 with:**

## 91-4 MISCELLANEOUS PAINTS

### 91-4.01 THROUGH 91-4.04 (BLANK)

### 91-4.05 PAINT; ACRYLIC EMULSION, EXTERIOR WHITE AND LIGHT AND MEDIUM TINTS

**Classification:**

This specification covers an acrylic emulsion paint designed for use on exterior masonry. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products Lists:

A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

This paint may be tinted by using "universal" or "all purpose" concentrates.

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## SECTION 92 ASPHALTS
**(Issued 03-21-08)**

**Replace Section 92 with:**

## SECTION 92 ASPHALTS

### 92-1.01 DESCRIPTION

Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

### 92-1.02 MATERIALS

**GENERAL**

Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

http://www.dot.ca.gov/hq/esc/Translab/fpm/fpmcoc.htm

Transport, store, use, and dispose of asphalt safely.
Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

**GRADES**

Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

| Property | AASHTO Test Method | Specification Grade | | | | |
|---|---|---|---|---|---|---|
| | | PG 58-22 [a] | PG 64-10 | PG 64-16 | PG 64-28 | PG 70-10 |
| Original Binder | | | | | | |
| Flash Point, Minimum °C | T 48 | 230 | 230 | 230 | 230 | 230 |
| Solubility, Minimum % [b] | T 44 | 99 | 99 | 99 | 99 | 99 |
| Viscosity at 135°C, [c] Maximum, Pa·s | T 316 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T 315 | 58 | 64 | 64 | 64 | 70 |
| Minimum G*/sin(delta), kPa | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test, [e] Mass Loss, Maximum, % | T 240 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T 315 | 58 | 64 | 64 | 64 | 70 |
| Minimum G*/sin(delta), kPa | | 2.20 | 2.20 | 2.20 | 2.20 | 2.20 |
| Ductility at 25°C Minimum, cm | T 51 | 75 | 75 | 75 | 75 | 75 |
| PAV [f] Aging, Temperature, °C | R 28 | 100 | 100 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C | T 315 | 22 [d] | 31 [d] | 28 [d] | 22 [d] | 34 [d] |
| Maximum G*sin(delta), kPa | | 5000 | 5000 | 5000 | 5000 | 5000 |
| Creep Stiffness, Test Temperature, °C | T 313 | -12 | 0 | -6 | -18 | 0 |
| Maximum S-value, Mpa | | 300 | 300 | 300 | 300 | 300 |
| Minimum M-value | | 0.300 | 0.300 | 0.300 | 0.300 | 0.300 |

Notes:

a. Use as asphalt rubber base stock for high mountain and high desert area.

b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."

c. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

d. Test the sample at 3°C higher if it fails at the specified test temperature. G*sin(delta) remains 5000 kPa maximum.

e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.

f. "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder [a]

| Property | AASHTO Test Method | Specification Grade | | |
|---|---|---|---|---|
| | | PG 58-34 PM | PG 64-28 PM | PG 76-22 PM |
| Original Binder | | | | |
| Flash Point, Minimum °C | T 48 | 230 | 230 | 230 |
| Solubility, Minimum % [b] | T 44[c] | 98.5 | 98.5 | 98.5 |
| Viscosity at 135°C, [d]<br>Maximum, Pa·s | T 316 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Minimum G*/sin(delta), kPa | T 315 | 58<br>1.00 | 64<br>1.00 | 76<br>1.00 |
| RTFO Test ,<br>Mass Loss, Maximum, % | T 240 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Minimum G*/sin(delta), kPa | T 315 | 58<br>2.20 | 64<br>2.20 | 76<br>2.20 |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Maximum (delta), % | T 315 | Note e<br>80 | Note e<br>80 | Note e<br>80 |
| Elastic Recovery[f],<br>Test Temp., °C<br>Minimum recovery, % | T 301 | 25<br>75 | 25<br>75 | 25<br>65 |
| PAV[g] Aging,<br>Temperature, °C | R 28 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | |
| Dynamic Shear,<br>Test Temp. at 10 rad/s, °C<br>Maximum G*sin(delta), kPa | T 315 | 16<br>5000 | 22<br>5000 | 31<br>5000 |
| Creep Stiffness,<br>Test Temperature, °C<br>Maximum S-value, MPa<br>Minimum M-value | T 313 | -24<br>300<br>0.300 | -18<br>300<br>0.300 | -12<br>300<br>0.300 |

Notes:

a. Do not modify PG Polymer Modified using acid modification.

b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."

c. The Department allows ASTM D 5546 instead of AASHTO T 44

d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.

f. Tests without a force ductility clamp may be performed.

g. "PAV" means Pressurized Aging Vessel.

**SAMPLING**

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.

Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
3. Maintained in good condition

Replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

**92-1.03 EXECUTION**

If asphalt is applied, you must comply with the heating and application specifications for liquid asphalt in Section 93, "Liquid Asphalts."

**92-1.04 MEASUREMENT**

If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."

The Engineer determines the asphalt weight from volumetric measurements if you:

1. Use a partial asphalt load
2. Use asphalt at a location other than a mixing plant and no scales within 20 miles are available and suitable
3. Deliver asphalt in either of the following:

    3.1. A calibrated truck with each tank accompanied by its measuring stick and calibration card
    3.2. A truck equipped with a calibrated thermometer that determines the asphalt temperature at the delivery time and with a vehicle tank meter complying with the specifications for weighing, measuring, and metering devices in Section 9-1.01, "Measurement of Quantities"

If you furnish hot mix asphalt from a mixing plant producing material for only one project, the Engineer determines the asphalt quantity by measuring the volume in the tank at the project's start and end provided the tank is calibrated and equipped with its measuring stick and calibration card.

The Engineer determines pay quantities from volumetric measurements as follows:

1. Before converting the volume to weight, the Engineer reduces the measured volume to that which the asphalt would occupy at 60 °F.
2. The Engineer uses 235 gallons per ton and 8.51 pounds per gallon for the average weight and volume for PG and PG Polymer Modified asphalt grades at 60 °F.
3. The Engineer uses the Conversion Table in Section 93, "Liquid Asphalts."

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## SECTION 93 LIQUID ASPHALTS
**(Issued 11-03-06)**

**In Section 93-1.04 replace the 9th paragraph with:**

The following Legend and Conversion Table is to be used for converting volumes of liquid asphalt products, Grades 70 to 3000, inclusive, and paving asphalt Grades PG 58-22, PG 64-10, PG 64-16, PG 64-28, and PG 70-10, and Grades PG 58-34 PM, PG 64-28 PM, and PG 76-22 PM.

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## SECTION 95 EPOXY
**(Issued 06-05-09)**

**Replace the table in Section 95-2.11 with:**

**Characteristics of Adhesive:**

| Test[a] | California Test | Requirement |
|---|---|---|
| Brookfield Viscosity, No. 3 Spindle at 20 rpm, Poise at 77°F | 434, Part 4 | 0.9 max. |
| Gel time, minutes | 434, Part 1 | 2 to 15 |
| Slant Shear Strength on Dry Concrete, psi, after 4 days of cure in air at 77° F ±2° F | 434, Part 5[b] | 3,000 min. |
| Slant Shear Strength on Wet Concrete, psi, after 4 days of cure in air at 77° F ±2° F | 434, Part 5[b] | 1,700 min. |
| Tensile Strength, psi | 434, Part 7, except test after 4 days of cure at 77° F ±2° F | 4,500 min. |
| Elongation, % | 434, Part 7, except test after 4 days of cure at 77° F ±2° F | 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 77° F ±2° F. Remove and wipe off excess water.
2. Mix epoxy as described in California Test 434, Part 1, and apply a coat approximately 0.010-inch thick to each diagonal surface. Place four 0.125-inch square pieces of shim stock 0.012-inch 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.