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

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

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

AND

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

LOS ANGELES COUNTY IN THE CITY OF INDUSTRY AND DIAMOND BAR

FROM 0.8 KM EAST OF FAIRWAY DRIVE UNDERCROSSING TO LEMON AVENUE UNDERCROSSING

DISTRICT 07, ROUTE 60

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

CONTRACT NO. 07-0239A4

07-LA-60-R34.8/R35.7

Federal Aid Project

ACNH-P060(124)E

Bids Open: December 18, 2003
Dated: November 17, 2003

****

IMPORTANT SPECIAL NOTICES

****

- Effective September 2, 2003, Triaxial Management Services will no longer provide lists of certified DBEs to contractors bidding on projects or provide DBEs with assistance in preparing bids for subcontracting or supplying materials. Triaxial provided these services for contracts in Districts 01, 02, 03, 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County), 09 and 10.

  Contractors bidding on projects in these Districts may obtain lists of certified DBEs from the Department's Website at http://www.dot.ca.gov/hq/bep. The Department also publishes a quarterly directory of certified firms that may be ordered from the Publications Unit at (916) 445-3520.

  Contractors bidding on projects with DBE goals in Districts 05 (San Luis Obispo and Santa Barbara Counties), 06 (Kern County), 07, 08, 11 and 12 may continue to call Padilla & Associates at the telephone numbers listed in the Special Provisions.

- **Submission of DBE Information**
  Attention is directed to Section 2-1.02B, "Submission of DBE Information," of the special provisions, regarding submittal of the "CALTRANS BIDDER - DBE INFORMATION" form and GOOD FAITH EFFORT (GFE) DOCUMENTATION form.

  ALL bidders shall complete the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal and submit it WITH THE BID.

  The apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit the GOOD FAITH EFFORT (GFE) DOCUMENTATION form by THE FOURTH DAY following bid opening.

  The bidder shall submit written confirmation from each DBE that the DBE is participating in the contract, and include the confirmation with the submittal of the bid or submit it by the time specified for submittal of the GOOD FAITH EFFORT (GFE) DOCUMENTATION form.

  FAILURE TO SUBMIT THE REQUIRED DBE INFORMATION AND THE GFE DOCUMENTATION, IF REQUIRED, BY THE TIMES SPECIFIED WILL BE GROUNDS FOR FINDING THE BID OR PROPOSAL NONRESPONSIVE.

  The provisions regarding the information and supporting documents the bidder should submit to establish the bidder's good faith efforts to meet the DBE goal, and the "DBE Information Good Faith Efforts" form in the Proposal, have been enhanced for clarification.

- **Award of Contract**
  Attention is directed to Section 3, "Award and Execution of Contract," of the special provisions regarding the time in which the contract will be awarded.

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STANDARD PLANS LIST

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

A10A	Abbreviations
A10B	Symbols
A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
RSP A62DA	Excavation and Backfill - Concrete Pipe Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77E	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing – Typical Embankment Widening for End Treatments
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
RSP A77M	Metal Beam Guard Railing and Single Faced Barrier Railing Terminal System - End Treatment
A85	Chain Link Fence
A87	Curbs, Dikes and Driveways
D74A	Drainage Inlets
D74C	Drainage Inlet Details
D77A	Grate Details
D79	Precast Reinforced Concrete Pipe - Direct Design Method
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
H1	Planting and Irrigation - Abbreviations
H2	Planting and Irrigation - Symbols
H3	Planting and Irrigation Details
H4	Planting and Irrigation Details
H5	Planting and Irrigation Details
H6	Planting and Irrigation Details
H7	Planting and Irrigation Details
H8	Planting and Irrigation Details
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T4	Temporary Traffic Screen
T7	Construction Project Funding Identification Signs

T10	Traffic Control System for Lane Closure On Freeways and Expressways
T14	Traffic Control System for Ramp Closure
B2-3	400 mm Cast-In-Drilled Hole-Concrete Pile
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 07-0239A4

07-LA-60-R34.8/R35.7

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY IN THE CITY OF INDUSTRY AND DIAMOND BAR FROM 0.8 KM EAST OF FAIRWAY DRIVE UNDERCROSSING TO LEMON AVENUE UNDERCROSSING

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on December 18, 2003, at which time they will be publicly opened and read in Room C - 1116 at the same address.

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

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY IN THE CITY OF INDUSTRY AND DIAMOND BAR FROM 0.8 KM EAST OF FAIRWAY DRIVE UNDERCROSSING TO LEMON AVENUE UNDERCROSSING

General work description: Sound wall to be constructed.

This project has a goal of 16 percent disadvantaged business enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

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

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or a combination of Class C licenses which constitutes a majority of the work.

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

Bidder inquiries may be submitted by one of the following methods:

1. Mail: District 7 Construction Duty Senior, 801 S. Grand Avenue, 4th Floor, Los Angeles, CA 90017.
2. Phone: (213) 897-0054.
3. Fax: (213) 897-0637.
4. E-mail: Duty_Senior_D7@dot.ca.gov.
5. Website at: http://www.dot.ca.gov/dist07/construction/bir/

To expedite processing, the preferred method for submission of bidder inquiries is via "Bidder's Inquiry & Response Website."

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

Cross sections for this project are not available.

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

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' internet web site at: http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at http://hqidoc1.dot.ca.gov/. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated November 17, 2003

LSW

COPY OF ENGINEER'S ESTIMATE

(NOT TO BE USED FOR BIDDING PURPOSES)

07-0239A4

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1 (S)	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	630
2 (S)	071325	TEMPORARY FENCE (TYPE ESA)	M	40
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
4	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
5 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
6 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
7 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	14
8 (S)	129000	TEMPORARY RAILING (TYPE K)	M	860
9 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	14
10 (S)	150604	REMOVE WOOD FENCE	M	39
11	032095	REMOVE CONCRETE MASONRY BLOCK WALL	M	270
12 (S)	150608	REMOVE CHAIN LINK FENCE	M	370
13 (S)	150662	REMOVE METAL BEAM GUARD RAILING	M	340
14	150820	REMOVE INLET	EA	2
15	160101	CLEARING AND GRUBBING	LS	LUMP SUM
16	032096	REMOVE EXISTING PLANTS	LS	LUMP SUM
17	190105	ROADWAY EXCAVATION (TYPE Z-2) (AERIALLY DEPOSITED LEAD)	M3	360
18	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM
19 (S)	200001	HIGHWAY PLANTING	LS	LUMP SUM
20 (S)	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (S)	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	LUMP SUM
22 (S)	208000	IRRIGATION SYSTEM	LS	LUMP SUM
23	260301	CLASS 3 AGGREGATE BASE	M3	70
24	390103	ASPHALT CONCRETE (TYPE B)	TONN	450
25	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	M	67
26	032097	406 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	780
27	032098	457 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	550
28 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	7
29 (F)	510524	MINOR CONCRETE (SOUND WALL)	M3	150
30	517992	SOUND WALL (PRECAST CONCRETE PANEL)	M2	870
31	518002	SOUND WALL (MASONRY BLOCK)	M2	2760
32	650079	900 MM REINFORCED CONCRETE PIPE	M	0.8
33 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	528
34 (S)	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	30
35 (S)	802590	1.8 M CHAIN LINK GATE (TYPE CL-1.8)	EA	1
36 (S)	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	67
37 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	1
38	839734	CONCRETE BARRIER (TYPE 736SV)	M	210
39	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 07-0239A4

SECTION 1. SPECIFICATIONS AND PLANS

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

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

AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS

UPDATED JUNE 19, 2003

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

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

Issue Date: June 19, 2003

Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

2-1.03 Examination of Plans, Specifications, Contract, and Site of Work

- The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.
- The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.
- Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.
- Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are

known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

- Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.
- When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.
- In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."
- When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.
- When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.
- When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.
- The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.
- No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

SECTION 5: CONTROL OF WORK

Issue Date: December 31, 2001

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

5-1.02A Excavation Safety Plans

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: November 18, 2002

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

9-1.04 NOTICE OF POTENTIAL CLAIM

- It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken.
- Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 4-1.03, "Changes," Section 5-1.116, "Differing Site Conditions," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," and Section 8-1.10, "Utility and Non-Highway Facilities."
- For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.
- The exclusive identification number for each dispute shall be used on the following corresponding documents:

A. Initial notice of potential claim.
B. Supplemental notice of potential claim.
C. Full and final documentation of potential claim.
D. Corresponding claim included in the Contractor's written statement of claims.

- The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.
- Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.
- Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:

A. The complete nature and circumstances of the dispute which caused the potential claim.
B. The contract provisions that provide the basis of claim.
C. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
D. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.

- The information provided in items A and B above shall provide the Contractor's complete reasoning for additional compensation or adjustments.
- The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items C and D above as soon as the change is recognized and submit this information to the Engineer.
- Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

A. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.

B. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.

C. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
4. Other categories as specified by the Contractor or the Engineer.

A. When an adjustment of contract time is requested the following information shall be provided:

1. The specific dates for which contract time is being requested.
2. The specific reasons for entitlement to a contract time adjustment.
3. The specific provisions of the contract that provide the basis for the requested contract time adjustment.
4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.

B. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim.

- The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.
- Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items A to E above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.
- The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.
- Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or retentions, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the weekly statement of working days as provided in Section 8-1.06, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.
- Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.
- Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

9-1.07B Final Payment and Claims

• After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work and other bases for payment, and shall also show each deduction made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. Prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. The Contractor's receipt of the proposed final estimate shall be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

• On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue a final estimate in writing in conformance with the proposed final estimate submitted to the Contractor, and within 30 days thereafter the State will pay the entire sum so found to be due. That final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

• If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in conformance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum found to be due. The semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

• Except for claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate, the Contractor shall only provide the following two items of information for each claim:

A. The exclusive identification number that corresponds to the supporting full and final documentation of potential claim.
B. The final amount of requested additional compensation.

• If the final amount of requested additional compensation is different than the amount of requested compensation included in the full and final documentation of potential claim, the Contractor shall provide in the written statement of claims the reasons for the changed amount, the specific provisions of the contract which support the changed amount, and a statement of the reasons the provisions support and provide a basis for the changed amount. If the Contractor's claim fails to provide an exclusive identification number or if there is a disparity in the provided exclusive identification number, the Engineer will notify the Contractor of the omission or disparity. The Contractor shall have 15 days after receiving notification from the Engineer to correct the omission or disparity. If after the 15 days has elapsed, there is still an omission or disparity of the exclusive identification number assigned to the claim, the Engineer will assign the number. No claim will be considered that has any of the following deficiencies:

A. The claim does not have the same nature, circumstances, and basis as the corresponding full and final documentation of potential claim.
B. The claim does not have a corresponding full and final documentation of potential claim.
C. The claim was not included in the written statement of claims.
D. The Contractor did not comply with applicable notice or protest requirements of Sections 4-1.03, "Changes," 5-1.116, "Differing Site Condition," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim."

• Administrative disputes that occur after issuance of the proposed final estimate shall be included in the Contractor's written statement of claims in sufficient detail to enable the Engineer to ascertain the basis and amounts of those claims.

• The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

- The written statement of claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

> Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,
>
> _____ .
> *(name)*
>
> _____ *of*
> *(title)*
>
> _____ .
> *(company)*
>
> hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.
>
> Dated _____
>
> /s/ _____
>
> Subscribed and sworn before me this _____ day
>
> of _____ .
>
> _____
> *(Notary Public)*
> My Commission
> Expires _____

- Failure to submit the notarized certificate will be sufficient cause for denying the claim.
- Claims for overhead type expenses or costs, in addition to being certified as stated above, shall be supported and accompanied by an audit report of an independent Certified Public Accountant. Omission of a supporting audit report of an independent Certified Public Accountant shall result in denial of the claim and shall operate as a bar to arbitration, as to the claim, in conformance with the requirements in Section 10240.2 of the California Public Contract Code. Claims for overhead type expenses or costs shall be subject to audit by the State at its discretion. The costs of performing an audit examination and submitting the report shall be borne by the Contractor. The Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

A. Allowable in conformance with the requirements in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31.
B. Adequately supported by reliable documentation.
C. Related solely to the project under examination.

- Costs or expenses incurred by the State in reviewing or auditing claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.
- If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement and a written request to meet with the board of review, to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely written notification of disagreement or timely written request to meet with the board

of review shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

- If the Contractor files a timely notification of disagreement with the District claim position letter and a timely request to meet with the board of review, then the board of review, designated by the District Director to review claims that remain in dispute, will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement.
- If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting.
- Attendance by the Contractor at the board of review meeting shall be mandatory. The board of review will review those claims and make a written recommendation thereon to the District Director. The final determination of claims, made by the District Director, will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."
- Failure of the Contractor to conform to the specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall operate as a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

SECTION 19: EARTHWORK

Issue Date: December 31, 2001

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

SECTION 42: GROOVE AND GRIND PAVEMENT

Issue Date: December 31, 2001

The last sentence of the first subparagraph of the third paragraph in Section 42-2.02, "Construction," of the Standard Specifications is amended to read:

- After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.10, "Final Finishing."

SECTION 49: PILING

Issue Date: April 30, 2003

The first paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

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

The fourth paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

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

The sixth and seventh paragraphs in Section 49-1.03, "Determination of Length," of the Standard Specifications are amended to read:

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

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

The ninth paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

• For driven piling, the Contractor shall furnish piling of sufficient length to obtain both the specified tip elevation and nominal resistance shown on the plans or specified in the special provisions. For cast-in-drilled-hole concrete piling, the Contractor shall construct piling of such length to develop the nominal resistance in compression and to obtain the specified tip elevation shown on the plans or specified in the special provisions.

The tenth paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is deleted.

The fourth paragraph in Section 49-1.04, "Load Test Piles," of the Standard Specifications is amended to read:

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

The first paragraph in Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended to read:

• Driven piles shall be installed with impact hammers that are approved in writing by the Engineer. Impact hammers shall be steam, hydraulic, air or diesel hammers. Impact hammers shall develop sufficient energy to drive the piles at a penetration rate of not less than 3 mm per blow at the specified nominal resistance.

The seventh paragraph in Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended to read:

• When necessary to obtain the specified penetration and when authorized by the Engineer, the Contractor may supply and operate one or more water jets and pumps, or furnish the necessary drilling apparatus and drill holes not greater than the least dimension of the pile to the proper depth and drive the piles therein. Jets shall not be used at locations where the stability of embankments or other improvements would be endangered. In addition, for steel piles, steel shells, or steel casings, when necessary to obtain the specified penetration or to prevent damage to the pile during installation, the Contractor shall provide special driving tips or heavier pile sections or take other measures as approved by the Engineer.

• The use of followers or underwater hammers for driving piles will be permitted if authorized in writing by the Engineer. When a follower or underwater hammer is used, its efficiency shall be verified by furnishing the first pile in each bent or footing sufficiently long and driving the pile without the use of a follower or underwater hammer.

The second paragraph in Section 49-1.07, "Driving," of the Standard Specifications is amended to read:

• Timber piles shall be fresh-headed and square and when permitted by the Engineer, the heads of the piles may be protected by means of heavy steel or wrought iron rings. During driving operations timber piling shall be restrained from lateral movement at intervals not to exceed 6 m over the length between the driving head and the ground surface. During driving operations, the timber pile shall be kept moving by continuous operation of the hammer. When the blow count exceeds either 2 times the blow count required in 300 mm, or 3 times the blow count required in 75 mm for the nominal resistance as shown on the plans, computed in conformance with the provisions in Section 49-1.08, "Pile Driving Acceptance

Criteria," additional aids shall be used to obtain the specified penetration. These aids may include the use of water jets or drilling, where permitted, or the use of a larger hammer employing a heavy ram striking with a low velocity.

Section 49-1.08, "Bearing Value and Penetration," of the Standard Specifications is amended to read:

49-1.08 PILE DRIVING ACCEPTANCE CRITERIA

- Except for piles to be load tested, driven piles shall be driven to a value of not less than the nominal resistance shown on the plans unless otherwise specified in the special provisions or permitted in writing by the Engineer. In addition, when a pile tip elevation is specified, driven piles shall penetrate at least to the specified tip elevation, unless otherwise permitted in writing by the Engineer. Piles to be load tested shall be driven to the specified tip elevation.
- When the pile nominal resistance is omitted from the plans or the special provisions, timber piles shall be driven to a nominal resistance of 800 kN, and steel and concrete piles shall be driven to a nominal resistance of 1250 kN.
- The nominal resistance for driven piles shall be determined from the following formula in which "R_u" is the nominal resistance in kilonewtons, "E_r" is the manufacturer's rating for joules of energy developed by the hammer at the observed field drop height, and "N" is the number of hammer blows in the last 300 millimeters. (maximum value to be used for N is 100):

$$R_u = (7 * (E_r)^{1/2} * \log_{10} (0.83 * N)) - 550$$

Section 49-3.01, "Description," of the Standard Specifications is amended by deleting the fifth paragraph.

The sixth paragraph in Section 49-4.01, "Description," of the Standard Specifications is amended to read:

- Lifting anchors used in precast prestressed concrete piles without a class designation ending in "C" (corrosion resistant) shall be removed, and the holes filled in conformance with the provisions in Section 51-1.18A, "Ordinary Surface Finish."

The first and second paragraphs in Section 49-4.01, "Description," of the Standard Specifications are amended to read:

- Cast-in-place concrete piles shall consist of one of the following:

  A. Steel shells driven permanently to the required nominal resistance and penetration and filled with concrete.
  B. Steel casings installed permanently to the required penetration and filled with concrete.
  C. Drilled holes filled with concrete.
  D. Rock sockets filled with concrete.

- The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 25 MPa. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."

The fourth paragraph in Section 49-4.03, "Drilled Holes," of the Standard Specifications is amended to read:

- After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

The first and second paragraphs in Section 49-4.04, "Steel Shells," of the Standard Specifications are amended to read:

- Steel shells shall be sufficiently watertight to exclude water during the placing of concrete. The shells may be cylindrical or tapered, step-tapered, or a combination of either, with cylindrical sections.

The first paragraph in Section 49-4.05, "Inspection," of the Standard Specifications is amended to read:

- After being driven and prior to placing reinforcement and concrete therein, the steel shells shall be examined for collapse or reduced diameter at any point. Any shell which is improperly driven or broken or shows partial collapse to such an extent as to materially decrease its nominal resistance will be rejected. Rejected shells shall be removed and replaced, or a

new shell shall be driven adjacent to the rejected shell. Rejected shells which cannot be removed shall be filled with concrete by the Contractor at the Contractor's expense. When a new shell is driven to replace a rejected shell, the Contractor, at the Contractor's expense, shall enlarge the footing as determined necessary by the Engineer.

The third paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per meter for cast-in-drilled-hole concrete piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, and constructing reinforced concrete extensions, complete in place, to the required penetration, as shown on the plans, as specified in these specifications and in the special provisions, and as directed by the Engineer.

The seventh paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read

- The contract unit price paid for drive pile shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in driving timber, concrete and steel piles, driving steel shells for cast-in-place concrete piles, placing filling materials for cast-in-place concrete piles and cutting off piles, all complete in place to the required nominal resistance and penetration as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

The ninth paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

- Full compensation for all jetting, drilling, providing special driving tips or heavier sections for steel piles or shells, or other work necessary to obtain the specified penetration and nominal resistance of the piles, for predrilling holes through embankment and filling the space remaining around the pile with sand or pea gravel, for disposing of material resulting from jetting, drilling or predrilling holes, and for all excavation and backfill involved in constructing concrete extensions as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for drive pile or in the contract price paid per meter for cast-in-drilled-hole concrete piling, and no additional compensation will be allowed therefor.

Section 49-6.02, "Payment," of the Standard Specifications is amended by adding the following paragraphs:

Full compensation for furnishing and placing additional testing reinforcement, for load test anchorages, and for cutting off test piles, shall be considered as included in the contract price paid for piling of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed.

No additional compensation or extension of time will be made for additional foundation investigation, installation and testing of indicator piling, cutting off piling and restoring the foundation investigation and indicator pile sites, and review of request by the Engineer

SECTION 50: PRESTRESSING CONCRETE

Issue Date: November 18, 2002

Section 50-1.02, "Drawings," of the Standard Specifications is amended by adding the following paragraph after the second paragraph:

- Each working drawing submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate working drawing submittal.

Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended to read:

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

- In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.
- In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

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

- All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.
- When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.
- Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.
- Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.
- Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.
- Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.
- Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.
- The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.
- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.

- When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.
- Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.
- When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.
- Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.
- After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.
- Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

The thirteenth paragraph in Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

- Prestressing steel in pretensioned members shall not be cut or released until the concrete in the member has attained a compressive strength of not less than the value shown on the plans or 28 MPa, whichever is greater. In addition to these concrete strength requirements, when epoxy-coated prestressing steel strand is used, the steel shall not be cut or released until the temperature of the concrete surrounding the strand is less than 65°C, and falling.

The fifth paragraph in Section 50-1.10, "Samples for Testing," of the Standard Specifications is amended to read:

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

A. For wire or bars, one 2-m long sample and for strand, one 1.5-m long sample, of each size shall be furnished for each heat or reel.
B. For epoxy-coated strand, one 1.5-m long sample of uncoated strand of each size shall be furnished for each reel.
C. If the prestressing tendon is a bar, one 2-m long sample shall be furnished and in addition, if couplers are to be used with the bar, two 1.25-m long samples of bar, equipped with one coupler and fabricated to fit the coupler, shall be furnished.

The second paragraph in Section 50-1.11, "Payment," of the Standard Specifications is amended to read:

- The contract lump sum prices paid for prestressing cast-in-place concrete of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing, placing, and tensioning the prestressing steel in cast-in-place concrete structures, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

SECTION 51: CONCRETE STRUCTURES

Issue Date: April 16, 2003

The first and second paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications are amended to read:

- The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.
- The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.

The seventh paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

- In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate falsework plan submittal.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended by adding the following paragraphs:

- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.
- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

The first paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m^2 for the combined live and dead load regardless of slab thickness.

The eighth paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.

The third paragraph in Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

- When falsework is supported on piles, the piles shall be driven and the actual nominal resistance assessed in conformance with the provisions in Section 49, "Piling."

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended by adding the following paragraphs:

- For falsework piles with a calculated nominal resistance greater than 1800 kN, the Contractor shall conduct dynamic monitoring of pile driving and generate field acceptance criteria based on a wave equation analysis. These analyses shall be

signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.

- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended by adding the following paragraph:

- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.

The sixth paragraph in Section 51-1.09, "Placing Concrete," of the Standard Specifications is amended to read:

- Vibrators used to consolidate concrete containing epoxy-coated bar reinforcement or epoxy-coated prestressing steel shall have a resilient covering to prevent damage to the epoxy-coating on the reinforcement or prestressing steel.

The table in the ninth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications is amended to read:

Tensile strength, percent	-15
Elongation at break, percent	-40; but not less than 300% total elongation of the material
Hardness, points	+10

The first sentence of the fourth paragraph in Section 51-1.17, "Finish Bridge Decks," of the Standard Specifications is amended to read:

- The smoothness of completed roadway surfaces of structures, approach slabs and the adjacent 15 m of approach pavement, and the top surfaces of concrete decks which are to be covered with another material, will be tested by the Engineer with a bridge profilograph in conformance with the requirements in California Test 547 and the requirements herein.

Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended by deleting the seventh, thirteenth and fourteenth paragraphs.

The fourteenth paragraph in Section 51-1.23, "Payment," of the Standard Specifications is amended by deleting "and injecting epoxy in cracks".

SECTION 52: REINFORCEMENT

Issue Date: December 31, 2001

The third paragraph in Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph in Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (µm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph in Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

• The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

SECTION 55: STEEL STRUCTURES

Issue Date: December 31, 2001

Section 55-3.14, "Bolted Connections," of the Standard Specifications is amended by adding the following after the ninth paragraph:

• If a torque multiplier is used in conjunction with a calibrated wrench as a method for tightening fastener assemblies to the required tension, both the multiplier and the wrench shall be calibrated together as a system. The same length input and output sockets and extensions that will be used in the work shall also be included in the calibration of the system. The manufacturer's torque multiplication ratio shall be adjusted during calibration of the system, such that when this adjusted ratio is multiplied by the actual input calibrated wrench reading, the product is a calculated output torque that is within 2 percent of the true output torque. When this system is used in the work to perform any installation tension testing, rotational capacity testing, fastener tightening, or tension verification, it shall be used, intact as calibrated.

The sixth paragraph of Section 55-4.02, "Payment," of the Standard Specifications is amended to read:

• If a portion or all of the structural steel is fabricated more than 480 air line kilometers from both Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in these expenses, it is agreed that payment to the Contractor for furnishing the structural steel from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced $5000 or by an amount computed at $0.044 per kilogram of structural steel fabricated, whichever is greater, or in the case of each fabrication site located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced $8000 or by $0.079 per kilogram of structural steel fabricated, whichever is greater.

SECTION 56: SIGNS

Issue Date: December 31, 2001

Section 56-1.01, "Description," of the Standard Specifications is amended by deleting the third paragraph.

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer, and direct tension indicator shall be used.
- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.
- Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

SECTION 59: PAINTING

Issue Date: December 31, 2001

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraphs after the first paragraph:

- Unless otherwise specified, no painting Contractors or subcontractors will be permitted to commence work without having the following current "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council) certifications in good standing:

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 Evaluating Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2).
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). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 µm as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- 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 of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

SECTION 75: MISCELLANEOUS METAL

Issue Date: December 31, 2001

The table in the tenth paragraph of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications is amended to read:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

* Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

The table in the eighteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Sustained Tension Test Load (kilonewtons)
29.01-33.00	137.9
23.01-29.00	79.6
21.01-23.00	64.1
* 18.01-21.00	22.2
15.01-18.00	18.2
12.01-15.00	14.2
9.01-12.00	9.34
6.00-9.00	4.23

* Maximum stud diameter permitted for mechanical expansion anchors.

The table in the nineteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Ultimate Tensile Load (kilonewtons)
30.01-33.00	112.1
27.01-30.00	88.1
23.01-27.00	71.2
20.01-23.00	51.6
16.01-20.00	32.0
14.01-16.00	29.4
12.00-14.00	18.7

The table in the twenty-second paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Installation Torque Values, (newton meters)

Stud Diameter (millimeters)	Shell Type Mechanical Expansion Anchors	Integral Stud Type Mechanical Expansion Anchors	Resin Capsule Anchors and Cast-in-Place Inserts
29.01-33.00	—	—	540
23.01-29.00	—	—	315
21.01-23.00	—	—	235
18.01-21.00	110	235	200
15.01-18.00	45	120	100
12.01-15.00	30	65	40
9.01-12.00	15	35	24
6.00-9.00	5	10	—

SECTION 83: RAILINGS AND BARRIERS

Issue Date: June 13, 2002

The ninth paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

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

The eleventh paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

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

SECTION 85: PAVEMENT MARKERS

Issue Date: May 16, 2003

The second through fifth paragraphs in Section 85-1.03, "Sampling, Tolerances and Packaging," of the Standard Specifications are amended to read:

Sampling

- Twenty markers selected at random will constitute a representative sample for each lot of markers.
- The lot size shall not exceed 25000 markers.

Tolerances

- Three test specimens will be randomly selected from the sample for each test and tested in conformance with these specifications. Should any one of the 3 specimens fail to conform with the requirements in these specifications, 6 additional specimens will be tested. The failure of any one of these 6 specimens shall be cause for rejection of the entire lot or shipment represented by the sample.
- The entire sample of retroreflective pavement markers will be tested for reflectance. The failure of 10 percent or more of the original sampling shall be cause for rejection.

Section 85-1.04, "Non-Reflective Pavement Markers," of the Standard Specifications is amended to read:

85-1.04 Non-Reflective Pavement Markers

- Non-reflective pavement markers (Types A and AY) shall be, at the option of the Contractor, either ceramic or plastic conforming to these specifications.
- The top surface of the marker shall be convex with a gradual change in curvature. The top, bottom and sides shall be free of objectionable marks or discoloration that will affect adhesion or appearance.
- The bottom of markers shall have areas of integrally formed protrusions or indentations, which will increase the effective bonding surface area of adhesive. The bottom surface of the marker shall not deviate more than 1.5 mm from a flat surface. The areas of protrusion shall have faces parallel to the bottom of the marker and shall project approximately one mm from the bottom.

The second through fourth paragraphs of Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," of the Standard Specifications are deleted.

The table in the fifth paragraph in Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," of the Standard Specifications is amended to read:

Testing

- Tests shall be performed in conformance with the requirements in California Test 669.

Test	Test Description	Requirement
a	Bond strength	4.8 MPa, min.
b	Glaze thickness	180 µm, min.
c	Hardness	6 Moh, min.
d	Luminance factor, Type A, white markers only, glazed surface	75, min.
e	Yellowness index, Type A, white markers only, glazed surface	7, max.
f	Color-yellow, Type AY, yellow markers only. The chromaticity coordinates shall be within a color box defined in CTM 669	Pass
g	Compressive strength	6700 N, min.
h	Water absorption	2.0 %, max.
i	Artificial weathering, 500 hours exposure, yellowness index	20, max.

Section 85-1.04B, "Non-Reflective Pavement Markers (Plastic)," of the Standard Specifications is amended to read:

85-1.04B Non-Reflective Pavement Markers (Plastic)

- Plastic non-reflective pavement markers Types A and AY shall be, at the option of the Contractor, either polypropylene or acrylonitrile-butadiene-styrene (ABS) plastic type.
- Plastic markers shall conform to the testing requirements specified in Section 85-1.04A, "Non-Reflective Pavement Markers (Ceramic)," except that Tests a, b, c, and h shall not apply. The plastic markers shall not be coated with substances that interfere with the ability of the adhesive bonding to the marker.

The sixth and seventh paragraphs in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications are amended to read:

Testing

- Tests shall be performed in conformance with the requirements in California Test 669.

Test Description	Requirement		
Bond strength[a]	3.4 MPa, min.		
Compressive strength[b]	8900 N, min.		
Abrasion resistance, marker must meet the respective specific intensity minimum requirements after abrasion.	Pass		
Water Soak Resistance	No delamination of the body or lens system of the marker nor loss of reflectance		
	Specific Intensity		
Reflectance	Clear	Yellow	Red
0° Incidence Angle, min.	3.0	1.5	0.75
20° Incidence Angle, min.	1.2	0.60	0.30
After one year field evaluation	0.30	0.15	0.08

a Failure of the marker body or filler material prior to reaching 3.4 MPa shall constitute a failing bond strength test.
b Deformation of the marker of more than 3 mm at a load of less than 8900 N or delamination of the shell and the filler material of more than 3 mm regardless of the load required to break the marker shall be cause for rejection of the markers as specified in Section 85-1.03, "Sampling, Tolerances and Packaging."

- Pavement markers to be placed in pavement recesses shall conform to the above requirements for retroreflective pavement markers except that the minimum compressive strength requirement shall be 5338 N.

The eighth paragraph of Section 85-1.05, "Retrorelective Pavement Markers" of the Standard Specifications is deleted.

The eighth paragraph in Section 85-1.06, "Replacement," of the Standard Specifications is amended to read:

- Epoxy adhesive shall not be used to apply non-reflective plastic pavement markers.

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: June 19, 2003

The seventh paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Forms shall be true to line and grade. Tops of foundations for posts and standards, except special foundations, shall be finished to curb or sidewalk grade or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position and to proper height, and anchor bolts shall be held in place by means of rigid top and bottom templates. The bottom template shall be made of steel. The bottom template shall provide proper spacing and alignment of the anchor bolts near their bottom embedded end. The bottom template shall be installed before placing footing concrete. Anchor bolts shall not be installed more than 1:40 from vertical.

Section 86-2.03, "Foundations," of the Standard Specifications is amended by deleting the eighth paragraph.
The twelfth paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Plumbing of the standards shall be accomplished by adjusting the leveling nuts before placing the mortar or before the foundation is finished to final grade. Shims, or other similar devices shall not be used for plumbing or raking of posts, standards or pedestals. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, firm contact shall exist between all bearing surfaces of the anchor bolt nuts, washers, and the base plate.

The first paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended to read:

- Standards for traffic signals and lighting, and steel pedestals for cabinets and other similar equipment, shall be located as shown on the plans. Bolts, nuts and washers, and anchor bolts for use in signal and lighting support structures shall conform to the provisions in Section 55-2, "Materials." Except when bearing-type connections or slipbases are specified, high-strength bolted connections shall conform to the provisions in Section 55-3.14, "Bolted Connections." Welding, nondestructive testing (NDT) of welds, and acceptance and repair criteria for NDT of steel members shall conform to the requirements of AWS D1.1 and the contract special provisions.

The second paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended to read:

- On each lighting standard except Type 1, one rectangular corrosion resistant metal identification tag shall be permanently attached above the hand hole, near the base of the standard, using stainless steel rivets. On each signal pole support, two corrosion resistant metal identification tags shall be attached, one above the hand hole near the base of the vertical standard and one on the underside of the signal mast arm near the arm plate. As a minimum, the information on each identification tag shall include the name of the manufacturer, the date of manufacture, the identification number as shown on the plans, the contract number, and a unique identification code assigned by the fabricator. This number shall be traceable to a particular contract and the welds on that component, and shall be readable after the support structure is coated and installed. The lettering shall be a minimum of 7 mm high. The information may be either depressed or raised, and shall be legible.

The fourth paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts" of the Standard Specifications is amended to read:

- Ferrous metal parts of standards, with shaft length of 4.6 m and longer, shall conform to the details shown on the plans, the provisions in Section 55, "Steel Structures," except as otherwise noted, and the following requirements:

  Except as otherwise specified, standards shall be fabricated from sheet steel of weldable grade having a minimum yield strength, after fabrication, of 276 MPa.

  Certified test reports which verify conformance to the minimum yield strength requirements shall be submitted to the Engineer. The test reports may be the mill test reports for the as-received steel or, when the as-received steel has a lower yield strength than required, the Contractor shall provide supportive test data which provides assurance that the

Contractor's method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. The supportive test data shall include tensile properties of the steel after cold forming for specific heats and thicknesses.

When a single-ply 8-mm thick pole is specified, a 2-ply pole with equivalent section modulus may be substituted.

Standards may be fabricated of full-length sheets or shorter sections. Each section shall be fabricated from not more than 2 pieces of sheet steel. Where 2 pieces are used, the longitudinal welded seams shall be directly opposite one another. When the sections are butt-welded together, the longitudinal welded seams on adjacent sections shall be placed to form continuous straight seams from base to top of standard.

Butt-welded circumferential joints of tubular sections requiring CJP groove welds shall be made using a metal sleeve backing ring inside each joint. The sleeve shall be 3-mm nominal thickness, or thicker, and manufactured from steel having the same chemical composition as the steel in the tubular sections to be joined. When the sections to be joined have different specified minimum yield strengths, the steel in the sleeve shall have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve shall be consistent with the type of NDT chosen and shall be a minimum width of 25 mm. The sleeve shall be centered at the joint and be in contact with the tubular section at the point of the weld at time of fit-up.

Welds shall be continuous.

The weld metal at the transverse joint shall extend to the sleeve, making the sleeve an integral part of the joint.

During fabrication, longitudinal seams on vertical tubular members of cantilevered support structures shall be centered on and along the side of the pole that the pole plate is located. Longitudinal seams on horizontal tubular members, including signal and luminaire arms, shall be within +/-45 degrees of the bottom of the arm.

The longitudinal welds in steel tubular sections may be made by the electric resistance welding process.

Longitudinal seam welds shall have 60 percent minimum penetration, except that within 150 mm of circumferential welds, longitudinal seam welds shall be CJP groove welds. In addition, longitudinal seam welds on lighting support structures having telescopic pole segment splices shall be CJP groove welds on the female end for a length on each end equal to the designated slip fit splice length plus 150 mm.

Exposed circumferential welds, except fillet and fatigue-resistant welds, shall be ground flush (-0, +2mm) with the base metal prior to galvanizing or painting.

Circumferential welds and base plate-to-pole welds may be repaired only one time without written permission from the Engineer.

Exposed edges of the plates that make up the base assembly shall be finished smooth and exposed corners of the plates shall be broken unless otherwise shown on the plans. Shafts shall be provided with slip-fitter shaft caps.

Flatness of surfaces of 1) base plates that are to come in contact with concrete, grout, or washers and leveling nuts 2) plates in high-strength bolted connections, 3) plates in joints where cap screws are used to secure luminaire and signal arms, and 4) plates used for breakaway slip base assemblies shall conform to the requirements of ASTM A6.

Standards shall be straight, with a permissive variation not to exceed 25 mm measured at the midpoint of a 9-m or 11-m standard and not to exceed 20 mm measured at the midpoint of a 5-m through 6-m standard. Variation shall not exceed 25 mm at a point 4.5 m above the base plate for Type 35 and Type 36 standards.

Zinc-coated nuts used on fastener assemblies having a specified preload (obtained by specifying a prescribed tension, torque value, or degree of turn) shall be provided with a colored lubricant that is clean and dry to the touch. The color of the lubricant shall be in contrast to the zinc coating on the nut so that the presence of the lubricant is visually obvious. In addition, either the lubricant shall be insoluble in water, or fastener components shall be shipped to the job site in a sealed container.

No holes shall be made in structural members unless the holes are shown on the plans or are approved in writing by the Engineer.

Standards with an outside diameter of 300 mm or less shall be round. Standards with an outside diameter greater than 300 mm shall be round or multisided. Multisided standards shall have a minimum of 12 sides which shall be convex and shall have a minimum bend radius of 100 mm.

Mast arms for standards shall be fabricated from material as specified for standards, and shall conform to the dimensions shown on the plans.

The cast steel option for slip bases shall be fabricated from material conforming to the requirements in ASTM Designation: A 27/A 27M, Grade 70-40. Other comparable material may be used if written permission is given by the Engineer. The casting tolerances shall be in conformance with the Steel Founder's Society of America recommendations (green sand molding).

One casting from each lot of 50 castings or less shall be subject to radiographic inspection, in conformance with the requirements in ASTM Designation: E 94. The castings shall comply with the acceptance criteria severity level 3 or better for the types and categories of discontinuities in conformance with the requirements in ASTM Designations: E 186 and E 446. If the one casting fails to pass the inspection, 2 additional castings shall be radiographed. Both of these castings shall pass the inspection or the entire lot of 50 will be rejected.

Material certifications, consisting of physical and chemical properties, and radiographic films of the castings shall be filed at the manufacturer's office. These certifications and films shall be available for inspection upon request.

High-strength bolts, nuts and flat washers used to connect slip base plates shall conform to the requirements in ASTM Designation: A 325 or A 325M and shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing."

Plate washers shall be fabricated by saw cutting and drilling steel plate conforming to the requirements in AISI Designation: 1018, and be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing." Prior to galvanizing, burrs and sharp edges shall be removed and holes shall be chamfered sufficiently on each side to allow the bolt head to make full contact with the washer without tension on the bolt.

High-strength cap screws shown on the plans for attaching arms to standards shall conform to the requirements in ASTM Designation: A 325, A 325M or ASTM Designation: A 449, and shall comply with the mechanical requirements in ASTM Designation: A 325 or A 325M after galvanizing. The cap screws shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing." The threads of the cap screws shall be coated with a colored lubricant that is clean and dry to the touch. The color of the lubricant shall be in contrast to the color of the zinc coating on the cap screw so that presence of the lubricant is visually obvious. In addition, either the lubricant shall be insoluble in water, or fastener components shall be shipped to the job site in a sealed container.

Unless otherwise specified, bolted connections attaching signal or luminaire arms to poles shall be considered slip critical. Galvanized faying surfaces on plates on luminaire and signal arms and matching plate surfaces on poles shall be roughened by hand using a wire brush prior to assembly and shall conform to the requirements for Class C surface conditions for slip-critical connections in "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," a specification approved by the Research Council on Structural Connections (RCSC) of the Engineering Foundation. For faying surfaces required to be painted, the paint shall be an approved type, brand, and thickness that has been tested and approved according to the RCSC Specification as a Class B coating.

Samples of fastener components will be randomly taken from each production lot by the Engineer and submitted, along with test reports required by appropriate ASTM fastener specifications, for QA testing and evaluation. Sample sizes for each fastener component shall be as determined by the Engineer.

The seventh paragraph of 86-2.04, "Standards, Steel Pedestals and Posts" of the Standard Specifications is amended to read:

- To avoid interference of arm plate-to-tube welds with cap screw heads, and to ensure cap screw heads can be turned using conventional installation tools, fabricators shall make necessary adjustments to details prior to fabrication and properly locate the position of arm tubes on arm plates during fabrication.

Section 86-8.01, "Payment," of the Standard Specifications is amended by adding the following paragraph after the first paragraph:

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

SECTION 88: ENGINEERING FABRIC

Issue Date: January 15, 2002

Section 88-1.02, "Pavement Reinforcing Fabric," of the Standard Specifications is amended to read:

- Pavement reinforcing fabric shall be 100 percent polypropylene staple fiber fabric material, needle-punched, thermally bonded on one side, and conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 5261	140
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.45
Elongation at break, percent min. ASTM Designation: D 4632	50
Asphalt retention by fabric, grams per square meter. (Residual Minimum) ASTM Designation: D 6140	900

Note: Weight, grab, elongation and asphalt retention are based on Minimum Average Roll Value (MARV)

SECTION 90: PORTLAND CEMENT CONCRETE

Issue Date: June 19, 2003

Section 90, "Portland Cement Concrete," of the Standard Specifications is amended to read:

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. Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:

1. "Type IP (MS) Modified" cement; or
2. A combination of "Type II Modified" portland cement and mineral admixture; or
3. A combination of Type V portland cement and mineral admixture.

- Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.
- Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
- Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
- Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
- Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m3)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture 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 mineral admixture content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State $0.55 for each kilogram of cementitious material, portland cement, or mineral admixture that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

90-2 MATERIALS

90-2.01 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.
- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" 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 either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114;
B. The autoclave expansion shall not exceed 0.50-percent; and
C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent, except that

when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150 and the additional requirements listed above for "Type II Modified" portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.
- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.
- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.
- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.
- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement 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.
- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- Natural aggregates shall be thoroughly and uniformly washed before use.
- The Contractor, at the Contractor's expense, shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.
- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."
- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f, of the fine aggregate is 60, or greater, when tested for durability in conformance with California Test 229.
- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."
- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $4.60 per cubic meter for paving concrete and $7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete 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 $4.60 per cubic meter for paving concrete and $7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs shall be in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."
- No single Cleanness Value, Sand Equivalent or aggregate grading test shall represent more than 250 m^3 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, 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.

• 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:

1. coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested by California Test 227; and
2. 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:

1. 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
2. prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.03 WATER

• In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as 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 1300 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 non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO_4, when tested in conformance with California Test 417.
- In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.
- Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na_2O + 0.658 K_2O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:

A. Chemical Admixtures—ASTM Designation: C 494.
B. Air-entraining Admixtures—ASTM Designation: C 260.
C. Calcium Chloride—ASTM Designation: D 98.
D. Mineral Admixtures—Coal fly ash; raw or calcined natural pozzolan as specified in ASTM Designation: C 618; silica fume conforming to the requirements in ASTM Designation: C 1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

- Unless otherwise specified in the special provisions, mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

90-3 AGGREGATE GRADINGS

90-3.01 GENERAL

- Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.
- The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.
- Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
37.5-mm x 19-mm	25-mm	19 - 41
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85
Fine Aggregate	1.18-mm	55 - 75
Fine Aggregate	600-µm	34 - 46
Fine Aggregate	300-µm	16 - 29

- Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

90-3.02 COARSE AGGREGATE GRADING

- The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	37.5-mm x 19-mm		25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	—	—	—	—	—	—
37.5-mm	88-100	85-100	100	100	—	—	—	—
25-mm	x ± 18	X ± 25	88-100	86-100	—	—	—	—
19-mm	0-17	0-20	X ± 15	X ± 22	100	100	—	—
12.5-mm	—	—	—	—	82-100	80-100	100	100
9.5-mm	0-7	0-9	X ± 15	X ± 22	X ± 15	X ± 22	X ± 15	X ± 20
4.75-mm	—	—	0-16	0-18	0-15	0-18	0-25	0-28
2.36-mm	—	—	0-6	0-7	0-6	0-7	0-6	0-7

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.
- When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.

90-3.03 FINE AGGREGATE GRADING

- Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	0-8	0-10

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the 1.18-mm sieve and the total percentage passing the 600-µm sieve shall be between 10 and 40, and the difference between the percentage passing the 600-µm and 300-µm sieves shall be between 10 and 40.
- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."

• The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	37.5-mm Max.	25-mm Max.	12.5-mm Max.	9.5-mm Max.
50-mm	100	—	—	—
37.5-mm	90-100	100	—	—
25-mm	50-86	90-100	—	—
19-mm	45-75	55-100	100	—
12.5-mm	—	—	90-100	100
9.5-mm	38-55	45-75	55-86	50 - 100
4.75-mm	30-45	35-60	45-63	45 - 63
2.36-mm	23-38	27-45	35-49	35 - 49
1.18-mm	17-33	20-35	25-37	25 - 37
600-µm	10-22	12-25	15-25	15 - 25
300-µm	4-10	5-15	5-15	5 - 15
150-µm	1-6	1-8	1-8	1 - 8
75-µm	0-3	0-4	0-4	0 - 4

• Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

90-4 ADMIXTURES

90-4.01 GENERAL

• Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.

• Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.

• Calcium chloride shall not be used in concrete except when otherwise specified.

• Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

• 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.

90-4.02 MATERIALS

• Admixture materials shall conform to the provisions in Section 90–2.04, "Admixture Materials."

90-4.03 ADMIXTURE APPROVAL

• No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.

• Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.

• When 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.

• If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE

• When the use of a chemical admixture or calcium chloride 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.

• Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

• The Contractor will be permitted to 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. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; and
B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

• Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

• When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

• When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

• Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material.

• The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 618.

• The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content;
B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

    1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix;

2. When the calcium oxide content of a mineral admixture is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix;
3. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix

C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

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.
- When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.
- Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.
- Liquid admixtures requiring dosages greater than 2.5 L/m^3 shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."
- Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When concrete is completely mixed in stationary paving mixers, the mineral admixture shall be weighed in a separate weigh hopper conforming to the provisions for cement weigh hoppers and charging and discharging mechanisms in Section 90-5.03A, "Proportioning for Pavement," and the mineral admixture and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the mineral admixture is not weighed in a separate weigh hopper, the Contractor shall provide certification that the stationary mixer is capable of mixing the cement, admixture, aggregates and water uniformly prior to discharge. 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 prior to discharge that are required to produce a mix that meets the requirements above.

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 also that the various sizes shall not become intermixed before proportioning.

• Aggregates shall be stored or stockpiled and handled in a manner that shall 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 mineral admixture for one batch of concrete is a single operation of a switch or starter.

• Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to ensure their accuracy.

• Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

• Equipment for cumulative weighing of aggregate shall have a zero tolerance of ±0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ±0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ±0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ±0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ±0.5 percent of its designated mass or volume.

• The mass indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and

B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses; and
C. Water shall be within 1.5 percent of its designated mass or volume.

• Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5-kg graduations.

90-5.03 PROPORTIONING

• Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

• At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

• Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

• Bulk "Type IP (MS) Modified" 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 mineral admixture 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 mineral admixture are weighed cumulatively, the cement shall be weighed first.

• When cement and mineral admixtures are weighed in separate weigh hoppers**,** the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture 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 mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

• The scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

• For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
B. Single box and scale indicator for all aggregates.
C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

• In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor’s expense on scales designated by the Engineer.

90-5.03A Proportioning for Pavement

• Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to these specifications.

• The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

• The batching of cement, mineral admixture, or cement plus mineral admixture 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 mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

• When interlocks are required for cement and mineral admixture charging mechanisms and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral

admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture, or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When 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.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25 m^3 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 cement, mineral admixture, or cement plus mineral admixture.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.
- When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

Average Slump	Maximum Permissible Difference
Less than 100-mm	25-mm
100-mm to 150-mm	38-mm
Greater than 150-mm to 225-mm	50-mm

- The Contractor, at the Contractor's expense, shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

90-6.02 MACHINE MIXING

- Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.
- The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.
- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

- Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.
- The size of batch shall not exceed the manufacturer's guaranteed capacity.
- When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at jobsite 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 jobsite 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 non-agitating 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 shall 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 non-agitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.
- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.
- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.
- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.
- When 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 when the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the jobsite shall be accompanied by a weighmaster certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.

• Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

• The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating 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."

90-6.05 HAND-MIXING

• Hand-mixed concrete shall be made in batches of not more than 0.25 m^3 and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture 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. When Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (mm)
Concrete Pavement	0-25	—	40	—
Non-reinforced concrete facilities	0-35	—	50	—
Reinforced concrete structures				
Sections over 300-mm thick	0-35	—	65	—
Sections 300-mm thick or less	0-50	—	75	—
Concrete placed under water	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

• The amount of free water used in concrete shall not exceed 183 kg/m^3, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m^3.

• 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.

• Where there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense 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.

• When a curing medium consisting of cotton mats, rugs, carpets, 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 mediums.

• 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 in the preceding paragraph, 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. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

• The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.

• The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m^2 in 24 hours.

• The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.

• When the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.

• Curing compound shall be applied at a nominal rate of 3.7 m^2/L, unless otherwise specified.

• At any point, the application rate shall be within ±1.2 m^2/L of the nominal rate specified, and the average application rate shall be within ±0.5 m^2/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.
- The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.
- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.
- Agitation shall not introduce air or other foreign substance into the curing compound.
- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.
- Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.
- The curing compound shall be packaged in clean 1040-L totes, 210-L barrels

or 19-L pails 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 1040-L totes and the 210-L barrels shall have removable lids and airtight fasteners. The 19-L pails shall be round and have standard full open head and bail. Lids with bungholes shall 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 of California.
- 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 of California.
- 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 or at the jobsite or at both locations.
- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.
- Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

90-7.01C Waterproof Membrane Method

- The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.
- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.
- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.
- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.
- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

90-7.01D Forms-In-Place Method

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.
- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

90-7.02 CURING PAVEMENT

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.
- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."
- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 15°C, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

90-7.03 CURING STRUCTURES

- Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."
- The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).
- The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).
- Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.
- When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

90-7.04 CURING PRECAST CONCRETE MEMBERS

• Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:

A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.
B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 60 m of continuous bed length will be required for checking temperature.
F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 15°C until the stress is transferred to the concrete.
G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

• Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles with a class designation ending in C (corrosion resistant) 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," or 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, or 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, or 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.

• Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.

• Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.

• Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

90-8.02 PROTECTING CONCRETE STRUCTURES

• Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

90-8.03 PROTECTING CONCRETE PAVEMENT

• Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

• Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.

• When ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work.". Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 3.8 MPa. The modulus of rupture will be determined by California Test 523.

• No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa within 10 days shall not be opened to traffic until directed by the Engineer.

• Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."

• When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 2.4 MPa has been attained, provided that:

A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
C. No part of the track shall be closer than 0.3-m from the edge of pavement.

• In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.

• Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor at the Contractor's expense.

• The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

• Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

• The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

• When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

• When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State $14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State $20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

• If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

• No single compressive strength test shall represent more than 250 m^3.

• When 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. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

• When concrete is specified by compressive strength, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

• Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

• Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

• Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

• The certified test data and trial batch test reports shall include the following information:

A. Date of mixing.
B. Mixing equipment and procedures used.
C. The size of batch in cubic meters and the mass, type, and source of all ingredients used.
D. Penetration of the concrete.
E. The air content of the concrete if an air-entraining admixture is used.
F. The age at time of testing and strength of all concrete cylinders tested.

• Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.

• When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.

• After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.

• The Contractor’s attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

• When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

90-10 MINOR CONCRETE

90-10.01 GENERAL

• Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.

• The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

90-10.02 MATERIALS

• Minor concrete shall conform to the following requirements:

90-10.02A Cementitious Material

• Cementitious material shall conform to the provisions in Section 90-1.01, "Description."

90-10.02B Aggregate

• Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.

• The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.

• The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5 mm or smaller than 19 mm.

• The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

90-10.02C Water

• Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

90-10.02D Admixtures

• The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

90-10.03 PRODUCTION

• Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

• The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

• The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

• Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in 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 32°C will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

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

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

• 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 4°C 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.

• When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass 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.

END OF AMENDMENTS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

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

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Construction Division Chief, 801 South Grand Avenue, 4th Floor, Los Angeles, CA 90017, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

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

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

    1. The bidder will meet the goal by performing work with its own forces.
    2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
    3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
F. DBEs must be certified by the California Unified Certification Program (CUCP). It is the contractor's responsibility to confirm that the firm is DBE certified as of the date of bid opening. Listings of DBEs certified by the CUCP are available from the following sources:

    1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
    2. The Department's web site at http://www.dot.ca.gov/hq/bep.
    3. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

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

    1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
    2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as

petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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

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

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

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

2-1.02A DBE GOAL FOR THIS PROJECT

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

Disadvantaged Business Enterprise (DBE): 16 percent

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

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

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08 and 11:
See the Department's DBE database at: http://www.dot.ca.gov/hq/bep/	Padilla & Associates - San Diego 2725 Congress Street, Suite 1D San Diego, CA 92110 Telephone: (619) 725-0843 FAX No.: (619) 725-0854

Districts 07, 08, and 12; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Padilla & Associates - Commerce 5675 East Telegraph Rd., Suite A-260 Commerce, CA 90040 Telephone: (323) 728-8847 FAX No.: (323) 728-8867	See the Department's DBE database at: http://www.dot.ca.gov/hq/bep/

2-1.02B SUBMISSION OF DBE INFORMATION

All bidders shall complete the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal and submit it WITH THE BID.

Failure to submit the "CALTRANS BIDDER - DBE INFORMATION" form with the bid will be grounds for finding the bid nonresponsive.

The bidder shall submit written confirmation from each DBE that the DBE is participating in the contract, and include the confirmation with the submittal of the bid or submit it by the time specified for submittal of the GOOD FAITH EFFORT (GFE) DOCUMENTATION form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

Where the bidder has not met the designated DBE goal, it must submit good faith efforts (GFE) documentation to establish that, prior to the bid, it made adequate good faith efforts to meet the goal.

Bidders are cautioned that even though their "CALTRANS BIDDER - DBE INFORMATION" form indicates they will meet the stated DBE goal, they should also submit their GFE documentation within the time specified herein, to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The apparent successful bidder (low bidder), the second low bidder and the third low bidder shall complete and submit the GOOD FAITH EFFORT (GFE) DOCUMENTATION form, if they have not met the goal, to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. ON THE FOURTH DAY, not including Saturdays, Sundays and legal holidays, following bid opening. GFE documentation sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Other bidders need not submit GFE documentation unless requested to do so by the Department. When a request is made by the Department, the GFE documentation of the other bidders shall be received by the Department within 4 days of the request, not including Saturdays, Sundays and legal holidays, unless a later time is authorized by the Department.

If it is determined that GFE documentation is needed to determine a bidder's eligibility for award, failure of the bidder to have submitted the GFE documentation by the time specified herein will be grounds for finding the bid or proposal nonresponsive.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation.

The bidder's "CALTRANS BIDDER - DBE INFORMATION" form shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to

performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The bidder's good faith effort (GFE) documentation shall establish that good faith efforts to meet the DBE goal have been made.

In order to establish the bidder's good faith efforts to meet the DBE goal, the bidder should include the following information and supporting documents, as necessary:

A. Items of work the bidder has made available to DBE firms. Identify those items of work the bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is the bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
B. The names of certified DBEs and the dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. Bidders are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
C. For each item of work made available, the DBEs that provided quotes, the selected firm and its status as a DBE, the price quote for each firm, and the name, address and telephone number for each firm. If the firm selected for the item is not a DBE, provide the reasons for the selection.
D. The names and dates of each publication in which a request for DBE participation for the project was placed by the bidder. Attach copies of the published advertisements.
E. The names of agencies, including the firms listed in Section 2-1.02A, "DBE Goal for this Project," and the dates on which they were contacted to provide assistance in contacting, recruiting and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
F. Descriptions of the efforts made to provide interested DBEs with adequate information about the plans, specifications and requirements of the contract to assist them in responding to a solicitation. Where the bidder has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
G. Descriptions of any and all efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials (excluding supplies and equipment which the DBE subcontractor purchases or leases from the prime contractor or its affiliate). Where such assistance was provided by the bidder, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

The award of the contract, if it be awarded, will be made within 30 days after the opening of the proposals if the apparent lowest bidder has met the goal for DBE participation. The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals if the apparent lowest bidder has not met the goal for DBE participation but has claimed good faith efforts to do so. These periods will be subject to extension for such further periods as may be agreed upon in writing between the Department and the bidders concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31

percent of payments due the contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

Attention is directed to the provisions in Sections 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," and 20-4.08, "Plant Establishment Work," of the Standard Specifications and these special provisions.

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

The work (except plant establishment work) shall be diligently prosecuted to completion before the expiration of **160 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

Subparagraph (a) of the second paragraph in Section 8-1.06, "Time of Completion," of the Standard Specifications shall not apply to this project.

In addition to subparagraphs (b) and (c) of the second paragraph in Section 8-1.06, "Time of Completion," of the Standard Specifications, Saturdays, and Sundays and days designated with "x" or "xx" in Table Z, "Lane Closure Restrictions for Designated Legal Holidays and Special Days" in "Maintaining Traffic" of these special provisions shall be considered exceptions to working days as defined in Section 8-1.06.

The Contractor shall pay to the State of California the sum of $ 2200 per day, for each and every calendar day's delay in finishing the work (except plant establishment work) in excess of the number of working days prescribed above.

The Contractor shall diligently prosecute all work (including plant establishment) to completion before the expiration of **250 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of $600 per day, for each and every calendar day's delay in completing the work in excess of the number of working days prescribed above.

In no case will liquidated damages of more than $ 2200 per day be assessed.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

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

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.013 LINES AND GRADES

Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks will be set by the Engineer in conformance with the requirements in Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

5-1.015 LABORATORY

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

5-1.017 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.019 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a written cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the Department and other agencies.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the State by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions regarding the working days.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

5-1.02 LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

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

5-1.022 PAYMENT OF WITHHELD FUNDS

Payment of withheld funds shall conform to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these special provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.03 INTEREST ON PAYMENTS

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

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

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

5-1.04 PUBLIC SAFETY

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

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

A. Excavations**.—**The near edge of the excavation is 3.6 m or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 0.3-m deep.
3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles**.—**The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

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

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

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

5-1.05 TESTING

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions.

Whenever the provisions of Section 6-3.01, "General," of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.07 YEAR 2000 COMPLIANCE

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

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

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

5-1.075 BUY AMERICA REQUIREMENTS

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

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

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

5-1.08 SUBCONTRACTOR AND DBE RECORDS

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

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

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

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

5-1.083 DBE CERTIFICATION STATUS

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

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

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

5-1.09 SUBCONTRACTING

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

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

http://www.dir.ca.gov/DLSE/Debar.html.

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

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

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

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

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

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

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.103 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

A. Direct costs of contract item work.
B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
D. Direct costs of work not required by the contract and performed for others.
E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.11 PARTNERING

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

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

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

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

5-1.12 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.

5-1.13 PAYMENTS

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

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

A. Clearing and Grubbing $50,000

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

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

A. Piling
B. Sound Wall (Masonry Block)
C. Guard Railing and Terminal Systems

5-1.14 GENERAL MIGRATORY BIRD TREATY ACT

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513, and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Between February 1 and September 1, the Contractor shall notify the Engineer 15 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between February 15 and September 1.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving the disturbance structures, ground or vegetation, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting on the ground, on structures or in trees, shrubs or other vegetation within the project limits.

Preventing nesting by using appropriate exclusion techniques will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work and notify the Engineer.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

5-1.15 ACCESS TO THE WORK AREA

In gaining access to the work area, it is anticipated that Contractor may have to entered from the highway side to do most of the sound wall construction work. The Contractor may be required to grade the existing slope in order to access to the work area. The disturbed site shall be graded and treated so that, at the time of final inspection of the contract, the disturbed site will drain and will blend with the surrounding terrain.

Temporary construction easements shown on the plans shall be limited to foot traffic. The Contractor shall take precautions while within the easement to protect the natural terrain, existing trees (except those shown on the plans to be removed), shrubs and other plants, and private owner's property (including swimming pool) from injury or damage resulting from the Contractor's operations. If any part of these existing facilities are damaged by the Contractor's operations, the Engineer shall be notified immediately and the damaged facilities shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work. Should the Contractor fail to perform the required repairs or replacement work as determined by the Engineer, the cost of performing such repairs shall be deducted from any moneys due or to become due to the Contractor under the contract.

The Contractor shall not use the temporary construction easement area to store construction materials or to operate Contractor's equipment, including but not limited to trucks and transit mixers.

Relocation or removal of private owner's improvements (including but not limited to storage sheds and swimming pool pumps) located within the temporary construction easement area will be removed or relocated by the owner prior to construction. In the event said temporary construction easement area has not been cleared of the improvements by the owner, and when directed by the Engineer, the removal or relocating of these improvements will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Unless otherwise shown on the plans or as directed by the Engineer, removal of trees within the easement will not be permitted. However, branches that interfere with foot traffic may be trimmed as directed by the Engineer.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

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

5-1.16 AERIALLY DEPOSITED LEAD

Aerially deposited lead is present within the project limits. Aerially deposited lead is lead deposited within unpaved areas or formerly unpaved areas, primarily due to vehicle emissions.

Attention is directed to "Material Containing Aerially Deposited Lead" of these special provisions.

The complete report, entitled "ADL Investigation Report, Route 60 at Lemon Avenue, Diamond Bar, California, Contract No. 43A0078, Task Order 07-053351-PJ, EA 023981 dated June 6th, 2002," is available for inspection at the Department of Transportation Office of Construction, Change Order Desk, located in a secure building at 801 South Grand Avenue, Los Angeles, California.

The Department has received from the California Department of Toxic Substances Control (DTSC) a Variance regarding the use of material containing aerially deposited lead. This project is subject to the conditions of the Variance, as amended. The Variance is available for inspection at the Department of Transportation Office of Construction, Change Order Desk, located in a secure building at 801 South Grand Avenue, Los Angeles, California.

Once the Contractor has completed the placement of material containing aerially deposited lead in conformance with these special provisions and as directed by the Engineer, the Contractor shall have no responsibility for such materials in place. The Department will not consider the Contractor a generator of such contaminated materials. Further cleanup, removal or remedial actions for such materials will not be required if handled or disposed of as specified herein.

Excavation, reuse, and disposal of material with aerially deposited lead shall be in conformance with all rules and regulations including, but not limited to, those of the following agencies:

United States Department of Transportation (USDOT)
United States Environmental Protection Agency (USEPA)
California Environmental Protection Agency (Cal-EPA)
California Department of Health Services
Department of Toxic Substances Control (DTSC), 4
California Division of Occupational Safety and Health Administration (Cal-OSHA)
Integrated Waste Management Board
Regional Water Quality Control Board (RWQCB), Region 4
State Air Resources Control Board
South Coast Air Quality Management District (AQMD)

Materials containing hazardous levels of lead shall be transported and disposed of in conformance with Federal and State laws and regulations, as amended, and county and municipal ordinances and regulations, as amended. Laws and regulations that govern this work include, but are not limited to:

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

5-1.17 ENVIRONMENTALLY SENSITIVE AREA

Attention is directed to the designated Environmentally Sensitive Areas (ESAs) shown on the plans. The exact location of the boundaries of ESAs will be determined by the Engineer and shall be clearly delineated by the placement of temporary fence (Type ESA) as specified in these special provisions.

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

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

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

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

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

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

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

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

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT
ASTM Designation: A 82

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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

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

[1]Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.
[2]Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.
No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

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

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

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

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

SUBSTITUTION TABLE FOR WIRE

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

SUBSTITUTION TABLE FOR PIPE PILES

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

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

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

SUBSTITUTION TABLE FOR NAILS AND SPIKES

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

SUBSTITUTION TABLE FOR IRRIGATION COMPONENTS

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

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

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

A. Apex, Model 921AR (100 mm x 100 mm)

B. Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
D. 3M Series 290 (89 mm x 100 mm)
E. 3M Series 290 PSA, with pressure sensitive adhesive pad (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

A. Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
B. Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)*
C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*
*For use only in 114 mm wide (older) recessed slots

Non-Reflective, 100 mm Round

A. Alpine Products, "D-Dot" and "ANR" (ABS)
B. Apex Universal (Ceramic)
C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
E. Glowlite (Ceramic)
F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
H. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
I. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
J. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
K. Road Creations, Model RCB4NR (Acrylic)
L. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
M. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

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

A. Advanced Traffic Marking, Series 200
B. Brite-Line, Series 100
C. Garlock Rubber Technologies, Series 2000
D. P.B. Laminations, Aztec, Grade 102

E. Swarco Industries, "Director-2"
F. Trelleborg Industri, R140 Series
G. 3M, Series 620 "CR", and Series A750
H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
K. Trelleborg Industri, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

A. Avery Dennison, "Hotape"
B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"

Ceramic Surfacing Laminate, 150 mm x 150 mm

A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

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

Special Use Type, 1700 mm

A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
B. Carsonite, "Survivor" (with 450 mm U-Channel base)
C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
D. FlexStake, Model 604
E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
F. Impact Recovery Model D36, with #105 Driveable Base
G. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
H. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Type, 1200 mm

A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
B. Carsonite, "Super Duck II"
C. FlexStake, Surface Mount, Models 704 and 754 TM
D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
E. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 900 mm

A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
B. Bunzl Extrusion, Flexi-Guide Models FG300LD and FG300UR
C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
E. FlexStake, Surface Mount, Models 703 and 753 TM
F. GreenLine, Model SMD-36
G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
I. Repo, Models 300 and 400
J. Safe-Hit, Guide Post, Model SH236SMA

K. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
L. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
M. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

A. Bunzl "Flexi-Guide (FG) 300 Curb System"
B. Qwick Kurb, "Klemmfix Guide System"
C. Recycled Technology, Inc. "Safe-Lane System"

CONICAL DELINEATORS, 1070 mm
(For 700 mm Traffic Cones, see Standard Specifications)
A. Bent Manufacturing Company "T-Top"
B. Plastic Safety Systems "Navigator-42"
C. Radiator Specialty Company "Enforcer"
D. Roadmaker Company "Stacker"
E. TrafFix Devices "Grabber"
F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS
Type "K", 450 mm

A. Bunzl, Model FG318PE
B. Carsonite, Model SMD 615
C. FlexStake, Model 701 KM
D. Repo, Models 300 and 400
E. Safe-Hit, Model SH718SMA
F. The Line Connection, Model DP21-4K

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

A. Bent Manufacturing "Masterflex" Model MF-360-24
B. Bunzl Extrusion, Model FG324PE
C. Carsonite, Super Duck II
D. FlexStake, Model 701KM
E. Repo, Models 300 and 400
F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
G. The Line Connection, Model DP21-4Q
H. Three D Traffic Works "Q" Marker, ID No. 531702W

CONCRETE BARRIER MARKERS AND
TEMPORARY RAILING (TYPE K) REFLECTORS
Impactable Type

A. ARTUK, "FB"
B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
D. Hi-Way Safety, Inc., Model GMKRM100
E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
F. Sun-Lab Technology, "Safety Guide Light Model TM-5"
G. Three D Traffic Works "Roadguide" 9304 Series, ID No. 903176 (One-Way), ID No. 903215 (Two-Way)

Non-Impactable Type

A. ARTUK, JD Series
B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
C. Vega Molded Products, Models GBM and JD

METAL BEAM GUARD RAIL POST MARKERS
(For use to the left of traffic)
A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
B. Creative Building Products, "Dura-Bull, Model 11201"
C. Duraflex Corp., "Railrider"

CONCRETE BARRIER DELINEATORS, 400 mm
(For use to the right of traffic)
A. Bunzl Extrusion, Model PCBM T-16
B. Safe-Hit, Model SH216RBM
C. Sun-Lab Technology, "Safety Guide Light, Model TM16," (75 mm x 300 mm)
D. Three D Traffic Works "Roadguide" ID No. 904364 (White), ID No. 904390 (Yellow)

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)
A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR
(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)
A. Bunzl Extrusion, PCBM S-36
B. Sun-Lab Technology, "Safety Guide Light, Model SM12," (75 mm x 300 mm)

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

Wood Post Type, 686 mm

A. Bunzl Extrusion, FG 427 and FG 527
B. Carsonite, Model 427
C. FlexStake, Model 102 GR
D. GreenLine GRD 27
E. J. Miller Model JMI-375G
F. Safe-Hit, Model SH227GRD
G. Three D Traffic Works "Guardflex" TD9100 Series, ID No. 510476

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
B. Avery Dennison WR-6100 Series
C. Nippon Carbide, Flexible Ultralite Grade (ULG) II
D. Reflexite, PC-1000 Metalized Polycarbonate
E. Reflexite, AC-1000 Acrylic
F. Reflexite, AP-1000 Metalized Polyester
G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
H. 3M, High Intensity

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

A. Nippon Carbide, Flexible Ultralite Grade (ULG) II
B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
C. 3M Series 3840

Barrels and Drums

A. Avery Dennison WR-6100
B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
D. 3M Series 3810

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

A. American Decal, Adcolite

B. Avery Dennison, T-1500 and T-1600 series
C. 3M Engineer Grade, Series 3170

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

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

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

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

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

A. Avery Dennison, T-5500 and T-5500A Series
B. Nippon Carbide, Nikkalite Brand Ultralite Grade II
C. 3M Series 3870

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

A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)
B. Nippon Carbide, Crystal Grade, 94000 Series

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

A. Avery Dennison, WU-6014
B. Novabrite LLC, "Econobrite"
C. Reflexite "Vinyl"
D. Reflexite "SuperBright"
E. Reflexite "Marathon"
F. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

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

A. 3M LDP Series 3924 (Fluorescent Red/Orange)
B. 3M LDP Series 3970

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

A. Avery Dennison, T-7500 Series

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

A. 3M VIP Series 3981 Diamond Grade (Fluorescent yellow)
B. 3M VIP Series 3983 Diamond Grade (Fluorescent yellow/Green)
C. 3M VIP Series 3990 Diamond

SPECIALTY SIGNS

A. All Sign Products, STOP Sign (All Plastic), 750 mm
B. Relexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

A. Fiber-Brite
B. Sequentia, "Polyplate"
C. Inteplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)

Aluminum Composite

A. Alcan Composites "Dibond Material, 2 mm" (for temporary construction signs only)
B. Mitsubishi Chemical America, Alpolic 350 (for temporary construction signs only)

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

A. Padlocks for walk gates.
B. Reclaimed water warning decals and aluminum sign plates will be furnished to the Contractor.

8-1.04 SLAG AGGREGATE

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

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

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

A. Aggregate Subbase.
B. Class 2 Aggregate Base.
C. Asphalt Concrete.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

References to Section 90-2.01, "Portland Cement," of the Standard Specifications shall mean Section 90-2.01, "Cement," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-2, "Roadside Signs," of the Standard Specifications.

The requirements of Section 90-4.08, "Required Use of Mineral Admixture," of the Standard Specifications shall not apply to Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications.

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

Qualified testing laboratories shall conform to the following requirements:

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

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

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

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

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications and shall conform to the following:

A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
2. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
3. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.

C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in portland cement concrete used for sound wall (precast concrete panel).

The Contractor will be permitted to use Type III portland cement for concrete used in the manufacture of precast concrete members.

SECTION 8-3. WELDING

8-3.01 WELDING

GENERAL

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

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

AWS Code	Year of Adoption
D1.1	2000
D1.4	1998
D1.5	1995
D1.5 (metric only)	1996

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

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

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

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

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

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

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

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

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) certified as an NDT Level II, or 2) Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved welding procedure specification (WPS) are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 9.21. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications, or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work but shall be at the Contractor's expense.

Required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

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

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on the shop floor or project site when any welding operation is being performed, and (2) having a QC Inspector within such close proximity of all welding operations so that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of all joint preparations, assembly practices, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed. The QC Inspector shall confirm and document compliance with the requirements of the AWS code criteria and the requirements of these special provisions on all weld joints before welding, during welding, and after the completion of each weld.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

WELDING QUALITY CONTROL

Welding quality control shall conform to the requirements in the AWS welding codes, the Standard Specifications, and these special provisions.

Unless otherwise specified, welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," of the Standard Specifications.

The welding of fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or NDT firms to be used in the work 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, except for the following conditions:

A. The welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
B. The welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.
C. The welding is performed on pipe pile material at a permanent pipe manufacturing facility where an automatic welding process or seamless pipe operation is used in conformance with the requirements in the applicable welding code as specified elsewhere in these special provisions.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor, and any entity performing welding for this project, shall be held to discuss the requirements for the WQCP.

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 2 weeks to review the WQCP submittal after a complete plan has been received. Except for work that is welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard

Specifications, and for pipe piling produced at a permanent manufacturing facility as specified above, no welding shall be performed until the WQCP is approved in writing by the Engineer. Materials welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and pipe piling produced at such permanent manufacturing facilities, shall not be incorporated into the work until the WQCP is approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC, or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Each WQCP shall include the applicable portions of the following, as determined by the Engineer:

A. The name of the welding firm and any required NDT inspection personnel or firms.
B. A manual prepared by the NDT inspection personnel or firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT inspection personnel or firm, and the names, qualifications, and documentation of certifications for all personnel to be used.
C. The name of the QCM and the names, qualifications, and documentation of certifications for all QC Inspectors and Assistant QC Inspectors to be used.
D. An organizational chart showing all QC personnel and their assigned QC responsibilities.
E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:

    1. all visual inspections.
    2. all NDT including radiographic geometry, penetrameter and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports.
    3. calibration procedures and calibration frequency for all NDT equipment.

F. A system for the identification and tracking of all welds, NDT, and any required repairs, and a procedure for the reinspection of repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph, 3) a method of reporting nonconforming welds to the Engineer, and 4) a method of documentation of repairs and reinspection of nonconforming welds.
G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size.
H. The WPS, including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness.
I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness.
J. One authorized copy or original code book for each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
K. Forms to be used for Certificates of Compliance, daily production logs, and daily reports.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any requirement of the plans and specifications

nor relieve the Contractor of any obligation thereunder; and defective work, materials, and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, except partial penetration longitudinal seam welds performed in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications. The log shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding. For work welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and for piling produced at a permanent manufacturing facility, the following items shall be included in a Welding Report that is to be submitted to the Engineer 48 hours prior to furnishing a Certificate of Compliance for the material:

A. Reports of all visual weld inspections and NDT.
B. Radiographs and radiographic reports, and other required NDT reports.
C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable.
D. Daily production log.

Radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

Reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Unless otherwise specified, the Engineer shall be allowed 7 working days to review the report and respond in writing after a complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall 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. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, the Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered and also of the proposed repair procedures to correct them. The Contractor shall allow the Engineer one week to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The QCM shall sign and furnish to 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 item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans, the Standard Specifications, and these special provisions.

PAYMENT

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

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 CONSTRUCTION PROJECT INFORMATION SIGNS

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

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

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

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

FEDERAL HIGHWAY TRUST FUNDS
STATE HIGHWAY FUNDS

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

HIGHWAY IMPROVEMENT

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

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

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

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

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

10-1.02 ORDER OF WORK

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

Temporary fence shall be installed on the same day that the existing fence is removed.

Attention is directed to "Maintaining Traffic" of these special provisions regarding temporary traffic screen provided at the Contractor's option.

Attention is directed to "Sound Wall (Precast Concrete Panel)" of these special provisions regarding constructing a 0.9-m by 0.9-m test panel prior to constructing the precast reinforced concrete panels for the sound wall.

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

Attention is directed to "Environmentally Sensitive Area" and "Temporary Fence (Type ESA)" of these special provisions. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field. The boundaries shall be delineated by the installation of temporary fence (Type ESA).

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

Attention is directed to "Maintaining Traffic" of these special provisions.

At the end of each working day if a difference in excess of 45-milimeter exists between the elevation of the existing pavement and the elevation of excavations within 2.4 m of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be

considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

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

Not less than 20 days prior to planting the plants, the Contractor shall furnish the Engineer a statement from the vendor that the order for the plants required for this contract, including inspection plants, has been received and accepted by the vendor. The statement from the vendor shall include the names, sizes, and quantities of plants ordered and the anticipated date of delivery.

The Contractor shall place orders for replacement plants with the vendor at the appropriate time so that the roots of the replacement plants are not in a root-bound condition.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions, regarding restrictions for planting operations.

Attention is directed to "Locate Existing Crossovers and Conduits" of these special provisions regarding locating existing irrigation water line crossovers and conduits shown on the plans to be incorporated in the new work. Existing irrigation water line crossovers and conduits shall be located prior to performing work on the irrigation system.

Attention is directed to "Existing Highway Irrigation Facilities" of these special provisions regarding the checking of existing irrigation facilities that are to remain in place, prior to the start of any irrigation work.

Clearing, grubbing, and earthwork operations shall not be performed in areas where existing irrigation facilities are to remain in place until existing irrigation facilities have been checked for proper operation in conformance with the provisions in "Existing Highway Irrigation Facilities" of these special provisions.

Attention is directed to Section 20-5.027B, "Wiring Plans and Diagrams," of the Standard Specifications regarding submittal of working drawings.

10-1.03 WATER POLLUTION CONTROL

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

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

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

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

The NPDES permit that regulate this project, as referenced above, are hereafter collectively referred to as the "Permits."

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

The Permits require the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared in conformance with the requirements of the Permits, the Department's "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and the Department's "Construction Site Best Management Practices (BMPs) Manual," including addenda to those permits and manuals issued up to and including the date of advertisement of the project. These manuals are hereinafter referred to, respectively, as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm.

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water

and non-storm water discharges from both 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," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Permits shall apply to storm water and certain permitted non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Permits and the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. The Engineer shall be allowed full access to these areas during construction to assure Contractor's proper implementation of water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth therein.

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

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
C. If the Department has retained funds, and it is subsequently determined that the State is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

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.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications,

the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

The SWPPP shall apply to the areas within and those outside of the highway right of way that are directly related to construction operations including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, and access roads.

The SWPPP shall incorporate water pollution control practices in the following categories:

A. Soil stabilization.
B. Sediment control.
C. Wind erosion control.
D. Tracking control.
E. Non-storm water management.
F. Waste management and materials pollution control.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents. The SWPPP shall also include a copy of the following: Notification of Construction.

The Contractor shall develop and include in the SWPPP the Sampling and Analysis Plan(s) as required by the Permits, and modifications thereto, and as required in "Sampling and Analytical Requirements" of this section.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual and shall incorporate water pollution control practices into the SWPPP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the "Construction Site BMPs Consideration Checklist" and the "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

Within 20 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 10 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate a condition of the Permits, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved SWPPP. Amendments to the SWPPP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the

SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer 25 days prior to the defined rainy season.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request 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 by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall include a Water Pollution Control Cost Break-Down in the SWPPP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the SWPPP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary Water Pollution Control Practices for which there are separate bid items. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the SWPPP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered "Project-Specific Minimum Requirements." The Contractor shall incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the SWPPP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the SWPPP, the Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit shall be included in the individual items listed in the cost break-down.

WATER POLLUTION CONTROL COST BREAK-DOWN

Contract No. 07-0239A4

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-3	Hydraulic Mulch	M2			
SS-4	Hydroseeding	M2			
SS-5	Soil Binders	M2			
SS-6	Straw Mulch	M2			
SS-7	Geotextiles, Plastic Covers & Erosion Control Blankets/Mats	M2			
SS-8	Wood Mulching	M2			
SS-9	Earth Dikes/Drainage Swales & Lined Ditches	M			
SS-10	Outlet Protection/Velocity Dissipation Devices	EA			
SS-11	Slope Drains	EA			
SS-12	Streambank Stabilization	LS			
SC-1	Silt Fence	M			
SC-2	Sediment/Desilting Basin	EA			
SC-3	Sediment Trap	EA			
SC-4	Check Dam	EA			
SC-5	Fiber Rolls	M			
SC-6	Gravel Bag Berm	M			
SC-7	Street Sweeping and Vacuuming	LS			
SC-8	Sandbag Barrier	M			
SC-9	Straw Bale Barrier	M			
SC-10	Storm Drain Inlet Protection	EA			
WE-1	Wind Erosion Control	LS			
TC-1	Stabilized Construction Entrance/Exit	EA			
TC-2	Stabilized Construction Roadway	EA			
TC-3	Entrance/Outlet Tire Wash	EA			
NS-1	Water Conservation Practices	LS			
NS-2	Dewatering Operations	EA			
NS-3	Paving and Grinding Operations	LS			
NS-4	Temporary Stream Crossing	EA			

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
NS-5	Clear Water Diversion	EA			
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS			
NS-7	Potable Water/Irrigation	LS			
NS-8	Vehicle and Equipment Cleaning	LS			
NS-9	Vehicle and Equipment Fueling	LS			
NS-10	Vehicle and Equipment Maintenance	LS			
NS-11	Pile Driving Operations	LS			
NS-12	Concrete Curing	LS			
NS-13	Material and Equipment Use over Water	LS			
NS-14	Concrete Finishing	LS			
NS-15	Structure Demolition/Removal Over or Adjacent to Water	LS			
WM-1	Material Delivery and Storage	LS			
WM-2	Material Use	LS			
WM-3	Stockpile Management	LS			
WM-4	Spill Prevention and Control	LS			
WM-5	Solid Waste Management	LS			
WM-6	Hazardous Waste Management	LS			
WM-7	Contaminated Soil Management	LS			
WM-8	Concrete Waste Management	LS			
WM-9	Sanitary/Septic Waste Management	LS			
WM-10	Liquid Waste Management	LS			

TOTAL _____

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the SWPPP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

SWPPP IMPLEMENTATION

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

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

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices shall be provided throughout the rainy season, defined as between October 1st and May 1st.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and

100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices. The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days prior to the start of the rainy season.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

A. Prior to a forecast storm.
B. After a precipitation event which causes site runoff.
C. At 24 hour intervals during extended precipitation events.
D. Routinely, a minimum of once every two weeks outside of the defined rainy season.
E. Routinely, a minimum of once every week during the defined rainy season.
F. As directed by the Engineer

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of 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 3 days of the discharge event, notice or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of first-time non-storm water discharge events, excluding exempted discharges. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

Annual Certifications

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

SAMPLING AND ANALYTICAL REQUIREMENTS

The Contractor is required to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are:

A. preventing pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, to cause or contribute to exceedances of water quality objectives, and

Non-Visible Pollutants

The project has the potential to discharge non-visible pollutants in storm water from the construction site. The project SWPPP shall contain a Sampling and Analysis Plan (SAP) that describes the sampling and analysis strategy and schedule to be implemented on the project for monitoring non-visible pollutants in conformance with this section.

The SAP shall identify potential non-visible pollutants that are known or should be known to occur on the construction site associated with the following: (1) construction materials, wastes or operations; (2) known existing contamination due to historical site usage; or (3) application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water. Planned material and waste storage areas, locations of known existing contamination, and areas planned for application of soil amendments shall be shown on the SWPPP Water Pollution Control Drawings.

The SAP shall identify a sampling schedule for collecting a sample down gradient from the applicable non-visible pollutant source and a sufficiently large uncontaminated control sample during the first two hours of discharge from rain events during daylight hours which result in a sufficient discharge for sample collection. If run-on occurs onto the non-visible pollutant source, a run-on sample that is immediately down gradient of the run-on to the Department's right of way shall be collected. A minimum of 72 hours of dry weather shall occur between rain events to distinguish separate rain events.

The SAP shall state that water quality sampling will be triggered when any of the following conditions are observed during the required storm water inspections conducted before or during a rain event:

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

The SAP shall identify sampling locations for collecting down gradient and control samples, and the rationale for their selection. The control sampling location shall be selected where the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and be identified in the SAP. Qualifications of designated sampling personnel shall describe training and experience, and shall be included in the SWPPP. The SAP shall state monitoring preparation, sample collection procedures, quality assurance/quality control, sample labeling procedures, sample collection documentation, sample shipping and chain of custody procedures, sample numbering system, and reference the construction site health and safety plan.

The SAP shall identify the analytical method to be used for analyzing down gradient and control samples for potential non-visible pollutants on the project. For samples analyzed in the field by sampling personnel, collection, analysis, and equipment calibration shall be in conformance with the Manufacturer's specifications. For samples that will be analyzed by a laboratory, sampling, preservation, and analysis shall be performed by a State-certified laboratory in conformance with 40 CFR 136. The SAP shall identify the specific State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method to be used. A list of State-certified laboratories that are approved by the Department is available at the following internet site: http://www.dhs.ca.gov/ps/ls/elap/html/lablist_county.htm.

Analytical Results and Evaluation

The Contractor shall submit a hard copy and electronic copy of water quality analytical results and quality assurance/quality control data to the Engineer within 5 days of sampling for field analyses and within 30 days for laboratory

analyses. Analytical results shall be accompanied by an evaluation from the Contractor to determine if down gradient samples show elevated levels of the tested parameter relative to levels in the control sample. If down gradient or downstream samples, as applicable, show increased levels, the Contractor will assess the BMPs, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify BMPs to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbs, or .mdb) shall have at a minimum the following information: sample identification number, contract number, constituent, reported value, method reference, method detection limit, and reported detection limit. The Contractor shall document sample collection during rain events.

Water quality sampling documentation and analytical results shall be maintained with the SWPPP on the project site until a Notice of Completion has been submitted and approved.

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

PAYMENT

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

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment 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 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples required where appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

For items identified on the approved Water Pollution Control Cost Break-Down, the cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

Soil Stabilization

Temporary water pollution control practices except:
SS-1 Scheduling
SS-2 Preservation of Existing Vegetation

Sediment Control

Temporary water pollution control practices except:
SC-7 Street Sweeping and Vacuuming

Wind Erosion Control

No sharing of maintenance costs will be allowed.

Tracking Control

TC-1 Stabilized Construction Entrance/Exit.

Non-Storm Water Management

No sharing of maintenance costs will be allowed.

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Cleanup, repair, removal, disposal, improper installation, and replacement of water pollution control practices damaged by the Contractor's negligence, shall not be considered as included in the cost for performing maintenance.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on items with no shared maintenance costs.

Full compensation for non-shared maintenance costs of water pollution control practices, as specified in this section, "Water Pollution Control," shall be considered as included in the contract lump sum price paid for water pollution control and no additional compensation will be allowed therefor.

Water pollution control practices for which there is a contract item of work, will be measured and paid for as that contract item of work.

10-1.04 TEMPORARY FENCE (TYPE CL-1.8)

Temporary fence (Type CL-1.8) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence shall be installed on the same day that the existing fence is removed.

Temporary fence constructed on private property shall consist of chain link fence (Type CL-1.8) with wood or plastic slats inserted vertically in the chain link fabric. The slats shall be approximately 60 mm wide with a length sufficient to fill the vertical opening of the fabric. The slats shall be inserted vertically in the mesh openings so that the slats fit snugly.

Except as otherwise specified in this section, temporary fence (Type CL-1.8) shall conform to the plan details and the specifications for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Posts shall be metal.

Galvanizing and painting of steel items will not be required.

Concrete footings for metal posts will not be required.

Temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Attention is directed to "Reconstruct Property Side Yard Walls or Fences" elsewhere in these special provisions regarding to extending the property boundary walls or fences to the sound wall.

Holes caused by the removal of temporary fence (Type CL-1.8) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Temporary fence (Type CL-1.8) will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for furnishing and inserting slats in the chain link fabric, maintaining, removing, and disposing of temporary fence shall be considered as included in the contract prices paid per meter for temporary fence (Type CL-1.8) and no additional compensation will be allowed therefor.

10-1.05 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed in conformance with the details shown on the plans, as specified in these special provisions and as directed by the Engineer.

Attention is directed to "Environmentally Sensitive Area" elsewhere in these special provisions.

MATERIALS

Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type ESA) shall conform to the following:

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Posts

Posts for temporary fence (Type ESA) shall be of one of the following:

A. Posts shall be fir or pine, a minimum of 38 mm x 50 mm in size, and a minimum 1.6 m in length. One end of the post shall be pointed. Posts shall not be treated with wood preservative.
B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6 m. One end of the steel post shall be pointed and the other end shall have a high visibility colored top.

Fasteners

Fasteners for attaching high visibility fabric to the posts shall be as follows:

A. The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier, as determined by the Engineer.
B. Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 600 mm along the length of the steel post.

INSTALLATION

Temporary fence (Type ESA) shall be installed as follows:

A. Posts shall be driven into the soil a minimum of 400 mm. Posts shall be spaced at 2-m centers minimum and shall at all times support the fence in a vertical, upright position.
B. Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.
C. Temporary fence (Type ESA) shall be located to be unobstructed from view, as determined by the Engineer.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed temporary fence (Type ESA) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) shall be measured in the manner specified for permanent fences in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including maintenance and removal and disposal of materials, as specified in these special provisions, and as directed by the Engineer.

10-1.06 PRESERVATION OF PROPERTY

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

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 600 mm box and the minimum size of shrub replacement shall be No. 15 container. Replacement ground cover plants shall be from flats and shall be planted 300 mm on center.—Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-l.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-4.05, "Planting," of the Standard Specifications.

10-1.07 DAMAGE REPAIR

Attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and Materials," and Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications and these special provisions.

When as a result of freezing conditions (as defined herein) during the plant establishment period, plants have died or, in the opinion of the Engineer, have deteriorated to a point beyond which the plants will not mature as typical examples of their species, the Engineer may direct replacement of the affected plants. The total cost of ordered plant replacement work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. A freezing condition, for the purpose of this specification, occurs when the temperature at or near the affected area has been officially recorded below 0°C and plants have been killed or damaged to the degree described above.

When, as a result of drought conditions (as defined herein) during the plant establishment period, plants have died or, in the opinion of the Engineer, have deteriorated to a point beyond which the plants will not mature as typical examples of their species, the Engineer may direct replacement of the affected plants. The total cost of ordered plant replacements, after water has been restricted or stopped, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Restriction or shutoff of available water shall not relieve the Contractor from performing other contract work. A drought condition occurs when the Department, or its supplier, restricts or stops delivery of water to the Contractor to the degree that plants have died or deteriorated as described above.

When the provisions in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications are applicable, the provisions above for payment of costs for repair of damage due to rain, freezing conditions and drought shall not apply.

10-1.08 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

The Contractor may be relieved of the duty of maintenance and protection for those items not directly connected with plant establishment work in conformance with the provisions in Section 7-1.15, "Relief From Maintenance and Responsibility," of the Standard Specifications. Water pollution control, maintain existing planted areas, maintain existing irrigation facilities, and transplant trees shall not be relieved of maintenance.

10-1.09 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by another contractor (Contract No. 07-1257U4) to construct Route 57/60 connector in Industry and Diamond Bar on Route 57,60 from 0.1 KM north of Pathfinder Road Overcrossing to Route 57/60 Interchange and from 0.8 KM West Brea Canyon Road to 0.6 KM East of Grand Avenue (KP R5.2 to KP R7.3) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

10-1.10 PROGRESS SCHEDULE (CRITICAL PATH METHOD)

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these special provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule.

The provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

DEFINITIONS

The following definitions shall apply to this section:

A. ACTIVITY.—A 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.
B. BASELINE SCHEDULE.—The initial schedule representing the Contractor's work plan on the first working day of the project.
C. CONTRACT COMPLETION DATE.—The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications.
D. CRITICAL PATH.—The 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 will extend the scheduled completion date.
E. CRITICAL PATH METHOD (CPM).—A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.
F. DATA DATE.—The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
G. FLOAT.—The difference between the earliest and latest allowable start or finish times for an activity.
H. MILESTONE.—An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.
I. NEAR CRITICAL PATH.—A chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.
J. SCHEDULED COMPLETION DATE.—The planned project finish date shown on the current accepted schedule.
K. TOTAL FLOAT.—The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
L. UPDATE SCHEDULE.—A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

GENERAL REQUIREMENTS

The Contractor shall submit to the Engineer baseline, monthly update and final update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams and schedule data as parts of each schedule submittal.

Schedules shall include, but not be limited to, applicable activities that show the following:

A. Project characteristics, salient features, or interfaces, including those with outside entities, that could affect time of completion.
B. Project start date, scheduled completion date and other milestones.
C. Work performed by the Contractor, subcontractors and suppliers.
D. Submittal development, delivery, review and approval, including those from the Contractor, subcontractors and suppliers.
E. Procurement, delivery, installation and testing of materials, plants and equipment.
F. Testing and settlement periods.
G. Utility notification and relocation.
H. Erection and removal of falsework and shoring.
I. Major traffic stage switches.
J. Finishing roadway and final cleanup.

Schedule activities shall include the following:

A. A clear and legible description.
B. Start and finish dates.
C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
D. At least one predecessor and one successor activity, except for project start and finish milestones.
E. Required constraints.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

COMPUTER SOFTWARE

The Contractor shall submit to the Engineer for approval a description of proposed software before delivery. The software shall be the current version of Primavera SureTrak Project Manager for Windows, or equal, and shall be compatible with Windows NT (version 4.0) operating system. If software other than SureTrak is proposed, it shall be capable of generating files that can be imported into SureTrak.

The Contractor shall furnish schedule software and all original software instruction manuals to the Engineer with submittal of the baseline schedule. The schedule software will be returned to the Contractor within 4 weeks of submittal of the final update schedule. The State will compensate the Contractor in conformance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications for replacement of software which is damaged, lost or stolen after delivery to the Engineer.

NETWORK DIAGRAMS, REPORTS AND DATA

The Contractor shall include the following for each schedule submittal:

A. Two sets of originally plotted, time-scaled network diagrams.
B. One 1.44-megabyte 90 mm (3.5 inch) floppy diskette containing the schedule data.

The time-scaled network diagrams shall conform to the following:

A. Show a continuous flow of information from left to right.
B. Be based on early start and early finish dates of activities.
C. Clearly show the primary paths of criticality using graphical presentation.
D. Be prepared on B-size sheets, 280 mm x 430 mm (11 inch x 17 inch), or larger size.
E. Include a title block and a timeline on each page.

BASELINE SCHEDULE

The Contractor shall submit to the Engineer a baseline schedule within 20 working days of approval of the contract. The Contractor shall allow 3 weeks for the Engineer's review after the baseline schedule and all support data are submitted. Beginning the week the baseline schedule is first submitted, the Contractor shall meet with the Engineer weekly to discuss and resolve schedule issues until the baseline schedule is accepted.

The baseline schedule shall include the entire scope of work and shall show how the Contractor plans to complete all work contemplated. The baseline schedule shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

The baseline schedule shall not extend beyond the number of working days originally provided in these special provisions. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

UPDATE SCHEDULE

The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow 2 weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until any previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a data date of the twenty-first day of the month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. In addition, the update schedule shall show any proposed schedule modifications including adding or deleting activities or changing activity constraints, durations or logic. The Contractor shall state in writing the reasons for any changes to

activities and the critical path that result in a delay to the scheduled completion date compared to the previous accepted schedule.

FINAL UPDATE SCHEDULE

The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these special provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)", will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

PAYMENT

Full compensation for the required schedules and software shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation will be allowed therefor.

10-1.11 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," and Section 51-1.19, "Utility Facilities," of the Standard Specifications and these special provisions.

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

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

The Contractor shall notify the Engineer in writing at least 30 days in advance of the date that work near utility or drainage facilities begins.

The Contractor shall locate culverts prior to the drilling operation, by potholing, probing or other means that will locate and identify the facilities.

The utility facilities listed in the following table will be de-energized as shown on the plans during construction operations to permit construction activities. Duration of de-energizing can be up to 10 working days per request, but is dependent on weather and circuit requirements. It is anticipated that no other utility facilities will be rearranged or temporarily deactivated in advance of or during construction operations to permit construction activities, unless the Contractor makes the necessary arrangements as provided in Section 8-1.10:

Utility Facility	Location
Overhead Electric Line	Sta 354+97 “Route 60”

The Contractor shall notify the Engineer in writing at least 10 working days in advance of the date or dates that the interfering utility facilities are to be de-energized. The Engineer will, in turn, notify the owners of the utility facilities.

Other utility facilities that possibly exist at locations which might interfere with the drilling operations or substructure construction, will not be rearranged in advance of or during construction operations. Should the Contractor desire to have

any of the utility facilities rearranged or temporarily deactivated for his convenience, the Contractor shall make the necessary arrangements as provided in Section 8-1.10.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.12 DUST CONTROL

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

10-1.13 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.14 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other 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 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 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 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone. The Department maintains a secondary list at the following internet address: http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

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

10-1.15 CONSTRUCTION AREA SIGNS

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

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

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

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

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

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

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

10-1.16 MAINTAINING TRAFFIC

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

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

In addition to the provisions set forth in "Public Safety" of these special provisions, whenever work to be performed on the freeway traveled way is within 1.8 m of the adjacent traffic lane, the adjacent traffic lane shall be closed.

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

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Freeway lanes shall be closed only during the hours shown on Chart 1 included in this section "Maintaining Traffic", except as otherwise provided in these special provisions, Table Z (Lane Closure Restrictions for Designated Legal Holidays and Special Days) or work required under Sections 7-1.08 and 7-1.09.

Except as otherwise provided in these special provisions, at the Contractor's option, work may be performed during the hours designated as "No lane closure permitted; no work permitted ... " shown on Chart 1, provided temporary traffic screen is installed on top of temporary railing (Type K), as shown on the plans. No traffic screens shall be permitted on the right side of traffic within the limits of a right horizontal curve with a radius less than 610 meters as viewed in the direction of travel and on the left side of traffic within the limits of a left horizontal curve with a radius less than 610 meters as viewed in the direction of travel. Temporary traffic screen shall be furnished, installed, maintained and removed at the Contractor's expense.

Except as otherwise provided in these special provisions, ramps may be closed when the adjacent freeway lane is permitted to be closed as shown on Chart 1.

Special advance notice publicity signs (SP-1), as shown on the plans, shall be posted at locations as determined by the Engineer, a minimum of 7 days prior to the ramp closure. When work is not actively in progress, the SP-1 sign shall be removed or covered.

Full compensation for furnishing, erecting, maintaining, and removing special advance notice publicity signs (SP-1) and special portable freeway detour signs (SP-2, SP-6 or SP-7) as shown on the plans or in these special provisions shall be considered as included in the contract lump sum price paid for traffic control system and no separate payment will be made therefor.

Special signs shall be disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications at the conclusion of the project.

Work that encroaches onto the freeway traveled ways will not be allowed from 3 hours before to 2 hours following events at the venues, or special events listed below, unless otherwise permitted by the Engineer.

Venue/Special Event	Affected	Route Limits

	Routes	
California Speedway	60	Route 605 to Mills Ave (San Bernardino Co. Line) (Eastbound only)

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.

Use on projects where lane closure chart is required. Insert the correct opening time under legend X.

Special Days are Martin Luther King Day, Lincoln's Birthday, Cesar Chavez Day, and Columbus Day.

Table Z

Lane Closure Restrictions for Designated Legal Holidays and Special Days											
Each row represents an individual legal holiday or special day situation	**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** **SD** xx						
		x	xx			**H** xx					
						SD xx					
						x	**H** xx				
							SD xx				
							x	**H** xx	xx		xx
								SD xx			

H = Designated Legal Holiday
SD = Special Day

	Refer to lane closure charts
x	The full width of the traveled way shall be open for use by public traffic after 5:00 a.m.
xx	The full width of the traveled way shall be open for use by public traffic.

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

Chart No. 1
Lane Requirements and Hours of Work

Location: Eastbound Route 60 at Lemon Ave

	a.m.												p.m.											
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	2	2	2	2	2		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			3
Fridays	2	2	2	2	2		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Saturdays	2	2	2	2	2	2	3		X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Sundays	2	2	2	2	2	2	2	3	3			X	X	X	X	X								3

Legend:

2	Provide at least two through freeway lanes open in direction of travel
3	Provide at least three through freeway lanes open in direction of travel
	No lane closure permitted; work permitted anywhere that does not require freeway lane closure
X	No lane closure permitted; no work permitted on eastbound roadway

REMARKS: Number of Through Traffic Lanes - 4

10-1.17 CLOSURE REQUIREMENTS AND CONDITIONS

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

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

CLOSURE SCHEDULE

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

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

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

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

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

CONTINGENCY PLAN

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

LATE REOPENING OF CLOSURES

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

For each 10-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct $4,500 per interval from moneys due or that may become due the Contractor under the contract.

COMPENSATION

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

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

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

10-1.18 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

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

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

The traffic cones shown to be placed transversely across closed traffic lanes and shoulders on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be placed.

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

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

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, 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.

10-1.19 TEMPORARY RAILING

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

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

Temporary railing (Type K), conforming to the details shown on Standard Plan T3 may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance and vertical holes are not drilled in the top of the temporary railing to secure temporary traffic screen to the temporary railing.

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

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

Temporary railing (Type K) and temporary crash cushions placed nearby the new concrete barrier shall not be removed until that section of concrete barrier reaches its full design strength.

10-1.20 CHANNELIZER

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

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

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

10-1.21 TEMPORARY TRAFFIC SCREEN

Temporary traffic screen shall be furnished, installed, and maintained on top of temporary railing (Type K) at the locations designated on the plans, specified in the special provisions or directed by the Engineer and shall conform to the provisions specified for traffic handling equipment and devices in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Temporary traffic screen panels shall be new or used CDX Grade, or better, plywood or weather resistant strandboard mounted and anchored on temporary railing (Type K). Wale boards shall be new or used Douglas fir, rough sawn, Construction Grade, or better. Pipe screen supports shall be new or used galvanized steel pipe, Schedule 40. Nuts, bolts, and washers shall be cadmium plated. Screws shall be black or cadmium plated flat head, cross slotted screws with full thread length.

When no longer required, as determined by the Engineer, temporary traffic screen shall be removed from the site of the work and shall become the property of the Contractor.

10-1.22 TEMPORARY CRASH CUSHION MODULE

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

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

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

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion

is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

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

A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755

   1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
   2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070

B. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205

   1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
   2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

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

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

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

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

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

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

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

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

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

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled

temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.23 EXISTING HIGHWAY FACILITIES

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

REMOVE WOOD FENCE

Existing wood fence, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors shall be completely removed and disposed of.

Full compensation for removing concrete anchor shall be considered as included in the contract price paid per meter for remove wood fence and no separate payment will be made therefor.

REMOVE CONCRETE MASONRY BLOCK WALL

Existing concrete masonry block wall, including footings, where shown on the plans, shall be removed and disposed of.

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

Remove concrete masonry block wall will be measured and paid for by the meter along the wall line before and during the removal operations.

Full compensation for backfilling and compacting holes resulting from the removal of concrete masonry block wall footing shall be considered as included in the contract price paid per meter for remove concrete masonry block wall and no additional compensation will be allowed therefor.

REMOVE CHAIN LINK FENCE

Existing chain link fence, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors shall be completely removed and disposed of.

Full compensation for removing concrete anchor shall be considered as included in the contract price paid per meter for remove chain link fence and no separate payment will be made therefor.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Full compensation for removing concrete anchors, cable anchor assemblies, terminal anchor assemblies or steel foundation tubesshall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

REMOVE DRAINAGE FACILITY

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

Full compensation for removing existing culvert shall be considered as included in the contract unit price paid for remove inlet and no additional compensation will be allowed therefor.

RECONSTRUCT PROPERTY SIDE YARD WALLS OR FENCES

Existing property boundary side yard walls or fences within the temporary construction easements as shown on the plans shall be removed and reconstructed. Side yard walls or fences shall be removed as necessary to perform construction work as shown on the plans.

Prior to removal of temporary fence, the Contractor shall extend and connect the side yard walls or fencing to the newly constructed sound wall by using like materials either new or existing, so that the reconstructed property boundary side yard walls or fences match the existing walls or fences in height, color, dimensions and types.

Walls or fences removed in excess of that required for reconstructing shall be disposed of.

The Contractor shall provide sufficient number of control points prior to removal, to reestablish the alignment of the property fence line. The Contractor shall record the aesthetic features (including but not limited to material, shape, color, and size) of the removed side yard fences or walls so that the reconstructed fences or walls will match.

Full compensation for reconstructing and extending property side yard walls or fences (including furnishing new materials) shall be considered as included in the contract price paid per square meter for the type of sound wall involved and no separate payment will be made therefor.

EXISTING HIGHWAY IRRIGATION FACILITIES

Existing irrigation facilities outside the limits of clearing and grubbing shall remain in place. Irrigation facilities which are to remain, as shown on the plans, that are damaged by the Contractor's operation shall be reported immediately to the Engineer.

Existing below ground irrigation facilities adjacent to areas with sound wall work, which are to remain, will be marked by the Engineer. Marked Irrigation facilities damaged by the Contractor's operations shall be repaired or replaced at the Contractor's expense. The replacement and repair of damaged unmarked below ground irrigation facilities will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Water shall be maintained in conformance with the provisions in Section 20-5.025, "Maintain Existing Water Supply," of the Standard Specifications.

10-1.24 CLEARING AND GRUBBING

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

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

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

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

10-1.25 EARTHWORK

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

Surplus excavated material not designated or determined to contain aerially deposited lead shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

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

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

10-1.26 CONTROLLED LOW STRENGTH MATERIAL

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

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for aluminum and aluminum-coated culverts nor for culverts having a diameter or span greater than 6.1 m.

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

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

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

A. A 28-day compressive strength between 345 kPa and 690 kPa for pipe culverts having a height of cover of 6.1 m or less and a minimum 28-day compressive strength of 690 kPa for pipe culverts having a height of cover greater than 6.1 m. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
B. When controlled low strength material is used as structure backfill for pipe culverts, the sections of pipe culvert in contact with the controlled low strength material shall conform to the requirements of Chapter 850 of the Highway Design Manual using the minimum resistivity, pH, chloride content, and sulfate content of the hardened controlled low strength material. Minimum resistivity and pH shall be determined in conformance with the requirements of California Test 643. The chloride content shall be determined in conformance with the requirements of California Test 422 and the sulfate content shall be determined in conformance with the requirements of California Test 417.
C. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
D. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

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

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

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

10-1.27 MATERIAL CONTAINING AERIALLY DEPOSITED LEAD

Earthwork involving materials containing aerially deposited lead shall conform to the provisions in "Earthwork" and this section "Material Containing Aerially Deposited Lead" of these special provisions.

Attention is directed to "Aerially Deposited Lead" of these special provisions.

Type Z-2 material contains aerially deposited lead in average concentrations (1) greater than or equal to 1000 mg/kg Total Lead, or (2) greater than or equal to 5.0 mg/L Soluble Lead, as tested using the California Waste Extraction Test, and the material is surplus, or (3) greater than or equal to 5.0 mg/L Soluble Lead and greater than 350 mg/kg Total Lead, as tested using the California Waste Extraction Test. Type Z-2 material exists from a depth of 0.0 m to 1.5 m below existing grade, or as shown on the plans. These materials are hazardous waste regulated by the State of California and shall be transported to and disposed of at a Class 1 Disposal Site. Materials excavated from these areas shall be transported by a hazardous waste transporter registered with the Department of Toxic Substances Control using the required procedures for creating a manifest of materials. The vehicles used to transport the hazardous materials shall conform to the current certifications of compliance of the Department of Toxic Substances Control.

LEAD COMPLIANCE PLAN

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

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer for review and acceptance at least 15 days prior to beginning work in areas containing aerially deposited lead.

The Contractor shall not work in areas containing aerially deposited lead within the project limits, unless authorized in writing by the Engineer, until the Engineer has accepted the Lead Compliance Plan.

Prior to performing work in areas containing aerially deposited lead, personnel who have no prior training or are not current in their training status, including State personnel, shall complete a safety training program provided by the

Contractor. The safety training program shall meet the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead."

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

The Engineer will notify the Contractor of acceptance or rejection of any submitted or revised Lead Compliance Plan not more than 10 days after submittal of the plan.

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

EXCAVATION AND TRANSPORTATION PLAN

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

The Contractor shall prepare a written, project specific Excavation and Transportation Plan establishing the procedures the Contractor will use to comply with requirements for excavating, transporting, and placing (or disposing) of material containing aerially deposited lead. The Excavation and Transportation Plan shall conform to the regulations of the Department of Toxic Substance Control and the California Division of Occupational Safety and Health Administration (Cal-OSHA). The sampling and analysis plans shall meet the requirements for the design and development of the sampling plan, statistical analysis, and reporting of test results contained in USEPA, SW 846, "Test Methods for Evaluating Solid Waste," Volume II: Field Manual Physical/Chemical, Chapter Nine, Section 9.1. The plan shall contain, but not be limited to the following elements:

A. Excavation schedule (by location and date)
B. Temporary locations of stockpiled material
C. Sampling and analysis plans for areas after removal of a stockpile
    1. Location and number of samples
    2. Analytical laboratory
D. Sampling and analysis plan for post excavation as shown on the plans.
E. Dust control measures
F. Transportation equipment and routes
G. Method for preventing spills and tracking material onto public roads
H. Truck waiting and staging areas
I. Site for disposal of hazardous waste
J. Spill Contingency Plan for material containing aerially deposited lead

DUST CONTROL

Excavation, transportation, placement, and handling of materials containing aerially deposited lead shall result in no visible dust migration. The Contractor shall have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing aerially deposited lead.

Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 0.33 mm minimum thickness or 0.3 m of non-hazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State. The stockpile covers shall be inspected at least once a week and within 24-hours after rainstorm. Stockpiling shall comply to the conditions of the DTSC Variance #00-H-VAR-03, Section 9.

MATERIAL TRANSPORTATION

Prior to traveling on public roads, loose and extraneous material shall be removed from surfaces outside the cargo areas of the transporting vehicles and the cargo shall be covered with tarpaulins, or other cover, as outlined in the approved Excavation and Transportation Plan. The Contractor shall be responsible for costs due to spillage of material containing lead during transport. The Department will not consider the Contractor a generator of these hazardous materials, and the

Contractor will not be obligated for further cleanup, removal, or remedial action for such materials handled or disposed of in conformance with the requirements specified in these special provisions and the appropriate State and Federal laws and regulations and county and municipal ordinances and regulations regarding hazardous waste.

DISPOSAL

Surplus materials whose lead content is not known shall be analyzed for aerially deposited lead by the Contractor prior to removing the materials from within the project limits. The Contractor shall submit a sampling and analysis plan and the name of the analytical laboratory to the Engineer at least 15 days prior to beginning sampling or analysis. The Contractor shall use a laboratory certified by the California Department of Health Services. Sampling shall be at a minimum rate of one sample for each 150 m^3 of surplus material and tested for lead using EPA Method 6010 or 7000 series.

Sampling, analyses, and reporting of results for surplus materials not previously sampled will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Materials containing aerially deposited lead shall be disposed of within California. The disposal site shall be operating under a permit issued by the California Environmental Protection Agency (Cal-EPA) Boards.

The Engineer will obtain the Environmental Protection Agency (EPA) Generator Identification Number for hazardous material disposal. The Engineer will sign all hazardous waste manifests. The Contractor shall notify the Engineer five days before the manifests are to be signed.

Sampling, analyzing, transporting, and disposing of materials containing aerially deposited lead excavated outside the pay limits of excavation will be at the Contractor's expense.

MEASUREMENT AND PAYMENT

Quantities of roadway excavation (aerially deposited lead) of the types shown in the Engineer's Estimate, will be measured and paid for in the same manner specified for roadway excavation and structure excavation, respectively, in Section 19, "Earthwork," of the Standard Specifications.

Full compensation for preparing an approved Excavation and Transportation Plan, transporting material containing aerially deposited lead reused in the work from location to location, and transporting and disposing of material containing aerially deposited lead shall be considered as included in the contract prices paid per cubic meter for the items of roadway excavation (Type Z-2) (aerially deposited lead) involved, and no additional compensation will be allowed therefor.

No payment for stockpiling of material containing aerially deposited lead will be made, unless the stockpiling is ordered by the Engineer.

10-1.28 AGGREGATE BASE

Aggregate base shall be Class 3 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 3 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 3 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

10-1.29 ASPHALT CONCRETE

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

The amount of asphalt binder used in asphalt concrete placed in dikes shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

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

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

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting type asphaltic emulsion, rapid setting asphaltic emulsion or paving asphalt. Slow-setting type asphaltic emulsion and rapid setting asphaltic emulsion shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 94, “Asphaltic Emulsions," of the Standard Specifications. When paving asphalt is used for paint binder, the grade will be determined by the Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 92, "Asphalts," of the Standard Specifications.

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

When asphaltic emulsion is used as paint binder (tack coat), asphalt concrete shall not be placed until the applied asphaltic emulsion has completely changed color from brown to black.

A prime coat of liquid asphalt, MC shall be applied.

Aggregate for asphalt concrete dikes shall be in conformance with the provisions for 9.5-mm Maximum grading in Section 39-2.02, "Aggregate," of the Standard Specifications.

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

If the finished surface of the asphalt concrete on Route 60 (eastbound) outside shoulder lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

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

10-1.30 PILING

GENERAL

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

Foundation recommendations are available for inspection at the Department of Transportation Office of Construction, Change Order Desk, located in a secure building at 801 South Grand Avenue, Los Angeles, California.

Attention is directed to "Welding" of these special provisions.

Attention is directed to "Material Containing Aerial Deposited Lead" of these special provisions for Type Z-2 material resulting from drilling holes for cast-in-drilled-hole concrete piling within the limits shown on the plans.

Pile construction in uncased drilled hole shall be completed within the same working day that excavation of the drilled hole is begun.Difficult pile installation is anticipated due to the presence of caving soils, aerially deposited lead materials, high ground water, cobbles and boulders, underground utilities, and overhead utilities, the requirements of sound control, vibration monitoring and traffic control.

Concrete for cast-in-drilled-hole concrete piles shall conform to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications. Reinforcing bars shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

MEASUREMENT AND PAYMENT (PILING)

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

Full compensation for any changes in the cost of constructing cast-in-drilled-hole concrete piling with increased diameters as provided in these special provisions, including the increased quantity of portland cement concrete and any changes in the drilling cost, shall be considered as included in the contract price paid per meter for the size of cast-in-drilled-hole concrete piling shown on the plans, and no separate payment will be made therefor.

10-1.31 CONCRETE STRUCTURES

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

10-1.32 SOUND WALL

DESCRIPTION

This work shall consist of constructing sound walls of masonry block and precast concrete panel. Sound walls shall be supported on concrete barriers and piles, or piles, and pile caps as shown on the plans.

SOUND WALL (MASONRY BLOCK)

Sound wall (masonry block), consisting of a reinforced hollow unit masonry block stem, shall be constructed in conformance with the provisions in Sections 19, "Earthwork," 52, "Reinforcement," and 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Sound wall masonry unit stems shall be constructed with joints of portland cement mortar. Wall stems shall be constructed with hand laid block. Wall stems shall not be constructed with preassembled panels.

Concrete for sound wall pile caps shall be minor concrete.

Concrete masonry units shall be hollow, load bearing, conforming to the requirements in ASTM Designation: C 90, medium weight classification, Type II. Standard or open end units may be used. Open end units, if used, shall not reduce the spacing of the bar reinforcement as shown on the plans.

The masonry units shall conform to the colors, nominal size and texture requirements as shown on the plans.

When high strength concrete masonry units with f'm=18.6 MPa are shown on the plans, the high strength masonry units shall have a minimum compressive strength of 26 MPa based on net area. Each high strength concrete masonry unit shall be identified with a groove embedded in an interior corner. The groove shall extend from a mortar surface for a length of about 50 mm and shall have a depth of about 5 mm.

Expansion joint filler shall conform to the requirements in ASTM Designation: D 1751 or ASTM Designation: D 2000 2AA-805.

Portland cement mortar shall be colored to match the units. Coloring shall be chemically inert, fade resistant mineral oxide or synthetic type.

Portland cement for wall stems shall conform to the provisions in Section 90-2.01, "Portland Cement," of the Standard Specifications.

Hydrated lime shall conform to the requirements in ASTM Designation: C 207, Type S.

Mortar sand shall be commercial quality.

Mortar for laying masonry units shall consist, by volume, of one part portland cement, zero to 0.5 part hydrated lime, and 2.25 to 3 parts mortar sand. Sufficient water shall be added to make a workable mortar. Each batch of mortar shall be accurately measured and thoroughly mixed. Mortar shall be freshly mixed as required. Mortar shall not be retempered more than one hour after mixing.

Prepackaged mortar materials and mortar containing admixtures may be used when approved in writing by the Engineer, provided the mortar shall not contain more than 0.05-percent soluble chlorides when tested in conformance with California Test 422 nor more than 0.25-percent soluble sulfates, as SO_4, when tested in conformance with California Test 417.

Prior to laying masonry units using prepackaged mortar materials or mortar containing admixtures, the Contractor shall submit to the Engineer the proposed sources of the materials together with test data from an independent testing laboratory for mortar tested in conformance with California Test 551. The test data shall be from specimens having a moist cure, except, the sample shall not be immersed in lime water. The average 28-day compressive strength of the mortar shall be not less than 18.6 MPa.

Aggregate for grout used to fill masonry units shall consist of fine aggregate and coarse aggregate conforming to the provisions in Section 90-2.02, "Aggregates," of the Standard Specifications. At least 20 percent of the aggregate shall be coarse aggregate. The Contractor shall determine the grading except that 100 percent of the combined grading shall pass the 12.5-mm sieve.

At the option of the Contractor, grout for filling masonry units may be proportioned either by volume or mass. Grout shall contain only enough water to cause the grout to flow and fill the voids without segregation. The maximum amount of free water shall not exceed 0.7 times the weight of the cement for regular strength masonry. The maximum amount of free water shall not exceed 0.6 times the mass of the cement for high strength masonry.

Grout proportioned by volume for regular strength masonry shall consist of at least one part portland cement and 4.5 parts aggregate. Grout proportioned by volume for high strength masonry shall consist of at least one part portland cement and 3.5 parts aggregate. Aggregate volumes shall be based on a loose, air-dry condition.

Grout proportioned by mass for regular strength masonry shall contain not less than 325 kilograms of portland cement per cubic meter. Grout proportioned by mass for high strength masonry shall contain not less than 400 kilograms of portland cement per cubic meter.

Reinforced concrete masonry unit wall stems shall be constructed with portland cement mortar joints in conformance with the following:

A. Concrete masonry unit construction shall be true and plumb in the lateral direction and shall conform to the grade shown on the plans in the longitudinal direction. Bond beam units or recesses for horizontal reinforcement shall be provided.
B. Mortar joints shall be approximately 10 mm wide. Walls and cross webs forming cells to be filled with grout shall be full bedded in mortar to prevent leakage of grout. All head and bed joints shall be solidly filled with mortar for a

distance in from the face of the wall or unit not less than the thickness of the longitudinal face shells. Head joints shall be shoved tight.

C. Mortared joints around cells to be filled shall be placed so as to preserve the unobstructed vertical continuity of the grout filling. Any overhanging mortar or other obstruction or debris shall be removed from the inside of such cells.
D. Reinforcement shall be securely held in position at top and bottom with either wire ties or spacing devices and at intervals not exceeding 192 bar diameters prior to placing any grout. Wire shall be 16-gage (1.57 mm) or heavier. Wooden, aluminum, or plastic spacing devices shall not be used.
E. Splices in vertical reinforcement shall be made only at the locations shown on the plans.
F. Only those cells containing reinforcement shall be filled solidly with grout. All grout in the cells shall be consolidated at the time of placement by vibrating, and reconsolidated after excess moisture has been absorbed, but before plasticity is lost. Grout shall not be sliced with a trowel.
G. Walls shall be constructed in 1.2-m maximum height lifts. Grouting of each lift shall be completed before beginning masonry unit construction for the next lift. The top course of each lift shall consist of a bond beam.
H. A construction joint shall be constructed at the top of the top course to permit placement of the mortar cap. The mix design for the mortar cap shall be as approved by the Engineer.
I. Construction joints shall be made when the placing of grout, in grout filled cells, is stopped for more than one hour. The construction joint shall be approximately 12 mm below the top of the last course filled with grout.
J. Bond beams shall be continuous. The top of unfilled cells under horizontal bond beams shall be covered with metal or plastic lath.
K. When fresh masonry joins masonry that is partially or totally set, the contact surface shall be cleaned, roughened, and lightly wetted.
L. Surfaces of concrete on which the masonry walls are to be constructed shall be roughened and cleaned, exposing the aggregate, and shall be flushed with water and allowed to dry to a surface dry condition immediately prior to laying the masonry units.
M. Where cutting of masonry units is necessary, all cuts shall be made with a masonry saw to neat and true lines. Masonry units with cracking or chipping of the finished exposed surfaces will not be acceptable.
N. Masonry shall be protected in the same manner specified for concrete structures in Section 90-8, "Protecting Concrete," of the Standard Specifications and these special provisions.
O. During erection, all cells shall be kept dry in inclement weather by covering partially completed walls. The covering shall be waterproof fabric, plastic or paper sheeting, or other approved material. Wooden boards and planks shall not be used as covering materials. The covering shall extend down each side of masonry walls approximately 0.6-m.
P. Splashes, stains or spots on the exposed faces of the wall shall be removed.

SOUND WALL (PRECAST CONCRETE PANEL)

Sound wall (precast concrete), consisting of reinforced concrete panels and supports, shall conform to the details shown on the plans, the provisions in Sections 19, "Earthwork," 51, "Concrete Structures," 52, "Reinforcement," 75, "Miscellaneous Metal," and 90, "Portland Cement Concrete," of the Standard Specifications, and these special provisions.

The Contractor shall select an alternative post from those shown on the plans and shall not change the alternative without written approval of the Engineer.

Concrete for precast panels, posts, and concrete backfill shall be minor concrete. Concrete backfill shall be crowned at the top to shed water.

All loose material existing at the bottom of the hole after drilling operations have been completed shall be removed to the depth of the pile or post shown on the plans before placing concrete in the hole.

The precast concrete panels shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," of the Standard Specifications or, at the option of the Contractor, the precast concrete panels may be cured with a curing compound conforming to the requirements in ASTM Designation: C 309 Type 1, Class B.

The sound wall or portions of the sound wall, as shown on the plans to be painted, shall be prepared and painted in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications. The finished sound wall shall have a color conforming to Color No. 0279 of Federal Standard No. 595B.

Panels shall be full height without horizontal construction joints in the completed work. Panels shall be structurally monolithic and each surface finish shall be of uniform color and texture.

The cast side (down) of the precast panels shall be formed using a formliner with vertical grooves 38 mm to 51 mm on center and 13 mm deep. The grooves shall simulate either bar reinforcing steel or rope. The formliner shall be installed so that no form joints show in the finished surface.

The work side (top) shall be steel troweled and stamped with the same pattern and groove configuration as the cast side. The concrete surface shall be stamped 30 to 40 minutes after the concrete is placed.

The Contractor shall construct a panel, 0.9-m by 0.9-m, as a test panel, demonstrating the construction procedure that will be used to obtain the final finish and color that complies with the plans and specifications, as determined by the Engineer. If so ordered by the Engineer, additional test panels shall be constructed and finished until a satisfactory finish, on each side of the panel, and color is obtained. The test panel approved by the Engineer shall then be the standard of comparison for the remaining panels.

ACCESS GATES

Access gates shall conform to the details shown on the plans and these special provisions.

Timber members shall be tongue and groove Douglas fir sub-flooring free of knotholes. The location of knots of adjoining boards shall be staggered. The construction of the gate shall be with the tongue placed in the up position. The tongue of the top board and the groove of the bottom board shall be removed.

Timber members, steel frames, channels, anchorage devices, mounting hardware, gate rollers, corrugated steel pipe, nylon washers, and neoprene tubing shall be of commercial quality.

The 25-mm round ladder rungs with non-skid surface shall consist of No. 25 deformed, diamond pattern, bar reinforcing steel of commercial quality.

Gate rollers shall be rigid casters with self-lubricating bearings and hard rubber wheels.

All metal parts and hardware shall be hot-dip galvanized.

Timber surfaces of the access gates shall be primed and then stained with 2 coats of stain to match the adjacent sound wall. Primer and stain shall be of the top grade primer and stain from an established manufacturer. An established manufacturer is one who has manufactured industrial paints and stains to meet custom specifications for at least 10 years.

Where the back side of the masonry wall is to be split faced, or rough surface blocks, the bond beam above the gate opening upon which the upper gate guide is to be mounted shall have smooth sided blocks.

Material from excavation may be used for backfill outside of the pipe landings. Aggregate filling inside the pipe landings shall be a coarse concrete aggregate of commercial quality. Compacting of the aggregate will not be required.

MEASUREMENT AND PAYMENT

Sound walls of the types designated in the Engineer's Estimate will be measured by the square meter of the area of wall projected on a vertical plane between the elevation lines shown on the plans and length of wall (including the exposed posts, back up wall for access openings, and access gates).

The contract price paid per square meter for sound wall of the 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 constructing the sound wall, complete in place, including all anchorages, access gates, ladders, and reinforcement, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Sound wall supports will be measured and paid for as separate items of work.

10-1.33 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

Individual hoops, made continuous with butt welded splices, which are substituted for spiral reinforcement, shall conform to the requirements for "Ultimate Butt Splices" of these special provisions.

ULTIMATE BUTT SPLICES

Ultimate butt splices shall be either welded or mechanical splices, shall be used at the locations shown on the plans, and shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

General Requirements

The Contractor shall designate in writing an ultimate butt splicing Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for 1) the quality of all ultimate butt splicing including the inspection of materials and workmanship performed by the Contractor and all subcontractors; and 2) submitting, receiving, and approving all correspondence, required submittals, and reports regarding ultimate butt splicing to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

The length of any type of ultimate mechanical butt splice shall not exceed 10 times the bar diameter of the larger bar to be spliced.

All ultimate prejob, production, and job control sample splices shall be 1) a minimum length of 1.5 meters for reinforcing bars No. 25 or smaller and 2 meters for reinforcing bars No. 29 or larger, with the splice located at mid-point, and

2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. Any splice that shows signs of tampering will be rejected.

A minimum of one control bar shall be removed from the same bar as, and adjacent to, all ultimate prejob, production, and job control sample splices. Control bars shall be 1) a minimum length of one meter for reinforcing bars No. 25 or smaller and 1.5 meters for reinforcing bars No. 29 or larger, and 2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

Shorter length sample splice and control bars may be furnished if approved in writing by the Engineer.

Each sample splice and its associated control bar shall be identified and marked as a set. Each set shall be identified as representing a prejob, production, or job control sample splice.

The portion of hoop reinforcing bar, removed to obtain a sample splice and control bar, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in "Prejob Test Requirements for Ultimate Butt Splices" specified herein, or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in the "No Splice Zone" shown on the plans.

Section 52-1.08E, "Job Control Tests," of the Standard Specifications shall not apply.

The provisions for total slip shall not apply to any ultimate splices that are welded or that are used on hoops.

The independent qualified testing laboratory used to perform the testing of all ultimate butt sample splices and control bars shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project, and shall have the following:

A. Proper facilities, including a tensile testing machine capable of breaking the largest size of reinforcing bar to be tested.
B. A device for measuring the total slip of the reinforcing bars across the splice to the nearest 25 µm, that, when placed parallel to the longitudinal axis of the bar is able to simultaneously measure movement across the splice, at 2 locations, 180 degrees apart.
C. Operators who have received formal training for performing the testing requirements of ASTM Designation: A 370/A 370M and California Test 670.
D. A record of annual calibration of testing equipment performed by an independent third party that has 1) standards that are traceable to the National Institute of Standards and Technology, and 2) a formal reporting procedure, including published test forms.

Ultimate Butt Splice Test Criteria

Ultimate prejob, production, and job control sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370/A 370M and California Test 670.

Ultimate prejob and production sample splices shall rupture in the reinforcing bar either: 1) outside of the affected zone or 2) within the affected zone, provided that the sample has achieved at least 95 percent of the ultimate tensile strength of the control bar associated with the sample. In addition, necking of the bar shall be visibly evident at rupture regardless of whether the bar breaks inside or outside the affected zone.

The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice.

The ultimate tensile strength of each control bar shall be determined by tensile testing the bar to rupture and shall be determined for all control bars, regardless of where each sample splice ruptures. If 2 control bars are tested for one sample splice, the bar with the lower ultimate tensile strength shall be considered the control bar.

Testing to determine the minimum tensile strength, in conformance with the provisions in the ninth paragraph of Section 52-1.08, "Splicing," of the Standard Specifications, will not be required.

Prejob Test Requirements for Ultimate Butt Splices

Prior to use in the work, all ultimate butt splices shall conform to the following prejob test requirements:

A. Eight prejob sample splices for each bar size of each splice type including ultimate mechanical butt splices, ultimate complete joint penetration butt welded splices, and ultimate resistance butt welded splices, that will be used in the work, shall be fabricated by the Contractor. For deformation-dependent types of couplers, 8 sample prejob splices shall also be fabricated for each reinforcing bar size and deformation pattern that will be used in the work.
B. The sample splices shall be fabricated using the same splice materials, position, operators, location, and equipment, and following the same procedures as will be used to make the splices in the work.

C. At the option of the Contractor, operator qualification tests may be performed simultaneously with the preparation of prejob sample splices.
D. If different diameters of hoops are shown on the plans, prejob sample splices, as described above, will only be required for the smallest hoop diameter. In addition, these splices shall be fabricated using the same radius as shown on the plans for these hoops.
E. Unless otherwise directed in writing by the Engineer, 4 prejob sample splices and control bar sets shall be shipped to the Transportation Laboratory and the remaining 4 sets shall be tested by the Contractor's independent qualified testing laboratory.
F. Each group of 4 sets from a prejob test shall be securely bundled together and identified by location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 sets will not be tested by the Transportation Laboratory, nor shall they be tested by the independent laboratory.
G. All 8 sample splices from each prejob test shall conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein.
H. Prior to performing any tensile tests on prejob test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. All 3 of these remaining samples tested shall conform to the aforementioned slip requirements.
I. For each bundle of 4 sets, a Prejob Test Report shall be prepared by the independent testing laboratory performing the testing. The report shall 1) be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California; 2) include, as a minimum, the following information for each set: contract number, bridge number, bar size, type of splice, length of mechanical splice, physical condition of test sample splice and control bar, any notable defects, limits of affected zone, total measured slip, location of visible necking area, ultimate strength of each splice, ultimate strength and 95 percent of this ultimate strength for each control bar, and a comparison between 95 percent of the ultimate strength of each control bar and the ultimate strength of its associated splice; and 3) be submitted to the QCM for review and approval, and then to the Engineer.
J. Test results for each bundle of 4 sets will be reported in writing to the Contractor within 10 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.
K. Should the Engineer fail to provide the test results within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in providing the test results, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Production Test Requirements for Ultimate Butt Splices

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of 4 sets of sample splices and control bars removed from each lot of completed splices, except when quality assurance tests are performed.

A lot of ultimate butt splices is defined as 1) 150, or fraction thereof, of the same type of ultimate mechanical butt splices used for each bar size and each bar deformation pattern that is used in the work or 2) 150, or fraction thereof, of ultimate complete joint penetration butt welded splices, or ultimate resistance butt welded splices for each bar size used in the work. If different diameters of hoop reinforcement are shown on the plans, separate lots shall be used for each different hoop diameter.

After all splices in a lot have been completed, the QCM shall notify the Engineer in writing that all couplers in this lot conform to the specifications and are ready for testing. The sample splices will either be selected by the Engineer at the job site or a fabrication facility, provided the facility is located within an 80-km radius of the jobsite.

After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. The Contractor or QCM shall select the adjacent control bar for each sample splice bar, and the Engineer will place tamper-proof markings or seals on them. These ultimate production sample splices and control bars shall be removed by the Contractor, and tested by an independent qualified testing laboratory, in the presence of either the Engineer or the Engineer's authorized representative.

The Engineer or the Engineer's authorized representative will be at the independent qualified testing laboratory within a maximum of 5 working days after receiving written notification that the samples are at the laboratory and ready for testing. Should the Engineer or the Engineer's authorized representative fail to be at the laboratory within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

A sample splice or control bar from any set will be rejected if any tamper-proof marking or seal is disturbed prior to testing.

The 4 sets from each production test shall be securely bundled together and identified with a completed sample identification card prior to shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sets of splices shall not be tested.

A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each set: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, physical condition of test sample splice and control bar, any notable defects, limits of affected zone, total measured slip, location of visible necking area, ultimate strength of each splice, ultimate strength and 95 percent of this ultimate strength for each control bar, and a comparison between 95 percent of the ultimate strength of each control bar and the ultimate strength of its associated splice.

The QCM must review, approve, and forward each Production Test Report to the Engineer for review before any splices represented by the report are encased in concrete. The Engineer shall 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 prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Prior to performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these 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 these requirements, all splices in the lot represented by this production test will be rejected.

If 3 or more sample splices from any production test conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be considered acceptable.

Should only 2 sample splices from any production test conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, one additional production test shall be performed on the same lot of splices. Should any of the 4 sample splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.

If only one sample splice from any production test conforms to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be rejected.

If a production test for any lot fails, the Contractor will be required to repair or replace all reinforcing bars from which sample splices were removed, complete in place, before the Engineer selects any additional splices from this lot for further testing.

Whenever any lot of ultimate butt splices is rejected, additional ultimate butt splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for correcting these failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. Should the Engineer not provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Production tests will not be required on any repaired splice from a lot, regardless of the type of prequalified ultimate mechanical butt splice used to make the repair.

Should an additional production test be required, the Engineer may select any repaired splice for use in the additional production test.

Quality Assurance Test Requirements for Ultimate Butt Splices

For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 additional production tests, or portion thereof, performed thereafter, the Contractor shall concurrently prepare 4 additional ultimate job control sample splices along with associated control bars. These ultimate job control samples shall be prepared in the same manner as specified herein for ultimate prejob sample splices and control bars.

Each time 4 additional ultimate job control sample splices are prepared, 2 of these job control sample splice and associated control bar sets and 2 of the production sample splice and associated control bar sets, together, shall conform to

the requirements for ultimate production sample splices in "Production Test Requirements for Ultimate Butt Splices" specified herein.

The 2 remaining job control sample splice and associated control bar sets, along with the 2 remaining production sample splice and associated control bar sets shall be shipped, unless otherwise directed in writing by the Engineer, to the Transportation Laboratory for quality assurance testing. The 4 sets shall be securely bundled together and identified by location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 sets will not be tested.

Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in "Production Test Requirements for Ultimate Butt Splices" specified herein.

Test results for each bundle of 4 sets will be reported in writing to the Contractor within 3 working days after receipt of the bundle by 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 any splices prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Full compensation for conforming to the provisions of "Ultimate Butt Splices," of these special provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.34 REINFORCED CONCRETE PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 1.2 m or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

When reinforced concrete pipe is installed in conformance with the details shown on Revised Standard Plan A62DA, the fifth paragraph of Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications shall not apply.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 150 mm nor more than 300 mm. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

The Outer Bedding shown on Revised Standard Plan A62DA shall not be compacted prior to placement of the pipe.

10-1.35 MISCELLANEOUS IRON AND STEEL

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

10-1.36 CHAIN LINK FENCE

Chain link fence shall be Type CL-1.8 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications.

10-1.37 METAL BEAM GUARD RAILING

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

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

Line posts and blocks shall be wood.

TERMINAL SYSTEM (TYPE SRT)

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

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal (8 post system) as manufactured by Trinity Industries, Inc., and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

The 5 mm x 44 mm x 75 mm plate washer shown on the elevation view and in Section D-D at Wood Post No. 1 shall be omitted.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal (8 post system) from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal (8 post system), FOB Centerville, Utah is $845.00, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2003, provided delivery is accepted within 90 days after the order is placed.

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

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

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

10-1.38 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications.

SECTION 10-2 HIGHWAY PLANTING AND IRRIGATION SYSTEMS

10-2.01 GENERAL

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

The Contractor shall notify the Engineer not less than 72 hours prior to requiring initial access to the existing irrigation controllers. When the Engineer determines that access to the controllers is required at other times, arrangements will be made to provide this access.

When fluctuations of water pressure and water supply are encountered during normal working hours, plants shall be watered at other times, as often, and in sufficient amounts as conditions may require to keep the soil and plant roots moist during the life of the contract.

Full compensation for watering plants outside normal working hours shall be considered as included in the contract lump sum prices paid for highway planting and plant establishment work and no additional compensation will be allowed therefor.

PROGRESS INSPECTIONS

Progress inspections will be performed by the Engineer for completed highway planting and irrigation system work at designated stages during the life of the contract.

Progress inspections will not relieve the Contractor of responsibility for installation in conformance with the special provisions, plans and Standard Specifications. Work within an area shall not progress beyond each stage until the inspection has been completed, corrective work has been performed, and the work is approved, unless otherwise permitted by the Engineer.

The requirements for progress inspections will not preclude additional inspections of work by the Engineer at other times during the life of the contract.

The Contractor shall notify the Engineer, in writing, at least 4 working days prior to completion of the work for each stage of an area and shall allow a minimum of 3 working days for the inspection.

Progress inspections will be performed at the following stages of work:

A. During pressure testing of the pipelines on the supply side of control valves.
B. During testing of low voltage conductors.
C. Irrigation functional tests.
D. Before planting begins and after completion of the work specified for planting in Section 20-4.03, "Preparing Planting Areas," of the Standard Specifications.
E. Before plant establishment work begins and after completion of the work specified for planting in Section 20-4.05, "Planting," of the Standard Specifications.
F. At intervals of one month during the plant establishment period.

COST BREAK-DOWN

The Contractor shall furnish the Engineer a cost break-down for the contract lump sum items of highway planting and irrigation system. Cost break-down tables shall be submitted to the Engineer for approval within 15 working days after the contract has been approved. Cost break-down tables shall be approved, in writing, by the Engineer before any partial payment will be made for the applicable items of highway planting and irrigation system involved.

Cost break-downs shall be completed and furnished in the format shown in the samples of the cost break-downs included in this section. Line item descriptions of work shown in the samples are the minimum to be submitted. Additional line item descriptions of work may be designated by the Contractor. If the Contractor elects to designate additional line item descriptions of work, the quantity, value and amount for those line items shall be completed in the same manner as for the unit descriptions shown in the samples. The line items and quantities given in the samples are to show the manner of preparing the cost break-downs to be furnished by the Contractor.

The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and their values shall be included in the cost break-downs submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break-down table for highway planting and for irrigation system work shall be equal to the contract lump sum price bid for Highway Planting and Irrigation System, respectively. Overhead and profit shall be included in each individual line item of work listed in a cost break-down table.

No adjustment in compensation will be made in the contract lump sum prices paid for highway planting and irrigation system due to differences between the quantities shown in the cost break-downs furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

Individual line item values in the approved cost break-down tables will be used to determine partial payments during the progress of the work and as the basis for calculating an adjustment in compensation for the contract lump sum items of highway planting and irrigation system due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid for either Highway Planting or Irrigation System by more than 25 percent, the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

HIGHWAY PLANTING COST BREAK-DOWN				
Contract No. 07-0239A4				
ROADSIDE CLEARING	LS	LS		
PLANT (GROUP A)	EA	423		
PLANT (GROUP U)	EA	61		
COMMERCIAL FERTILIZER (SLOW RELEASE)	KG	25		
PREPARE HOLE (SOIL AMENDMENT)	EA	484		
MULCH (100 MM THICK)	M3	791		
TOTAL _____				

IRRIGATION SYSTEM COST BREAK-DOWN

Contract No. 07-0239A4

UNIT DESCRIPTION	UNIT	APPROXIMATE QUANTITY	VALUE	AMOUNT
CHECK,TEST AND REMOVE EXISTING IRRIGATION FACILITIES	LS	LUMP SUM		
MAINTAIN EXISTING IRRIGATION FACILITIES	LS	LUMP SUM		
CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM		
20 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	350		
25 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	300		
32 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	355		
40 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	75		
50 MM PLASIC PIPE (PR 200) (SUPPLY LINE)	M	885		
65 MM PLASTIC PIPE (PR 315) (SUPPLY LINE)	M	358		
200 MM EXTEND CONDUIT AND CHDPE	M	22		
SPRINKLER (TYPE C-2)	EA	545		
50 MM REMOTE CONTROL VALVE (RCV)	EA	4		
4-STATION SOLAR CONTROLLER	EA	1		
40 MM BALL VALVE (BV)	EA	2		
INSTALL RECLAIMED WATER WARNING SIGNS	LS	LS		
PRESSURE RELIEF VALVE(PRELV)	EA	1		

TOTAL _____

10-2.02 EXISTING HIGHWAY PLANTING

In addition to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications, work performed in connection with existing highway planting shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Replacement planting shall conform to the provisions in "Preservation of Property" of these special provisions.

MAINTAIN EXISTING PLANTED AREAS

Existing planted areas shall be maintained as directed by the Engineer. Maintaining existing planted areas will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Attention is directed to "Preservation of Property" of these special provisions.

REMOVE EXISTING PLANTS FOR TRENCHING

Removing existing plants for trenching shall conform to the provisions in Section 20-5.026, "Remove Existing Plants for Trenching," of the Standard Specifications and these special provisions.

Removing existing plants for trenching work shall consist of removing ground cover, pruning trees and shrubs within trench locations, applying preemergents and disposing of removed ground cover and prunings.

Replacement of removed ground cover within the maximum 1.8-m width, as specified in Section 20-5.026, "Remove Existing Plants for Trenching," of the Standard Specifications, will not be required.

Trees and shrubs adjacent to sound walls, dikes, walks, fences, guard railing, and pavement edges may be pruned back 3 m from these facilities to facilitate trenching work. When trenching is to be performed adjacent to other trees and shrubs that cannot be avoided, the trees and shrubs may be pruned upon receipt of prior written approval of the Engineer.

Pruning shall include removal of deadwood, suckers, and broken or bruised branches 25 mm or larger in diameter. Pruning shall conform to the provisions in Section 20-4.055, "Pruning," of the Standard Specifications.

Removed ground cover and pruned materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-l.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Shrubs adjacent to dikes, fences, guard railing, and the edge of pavement within the 3-m pruned area designated above, that in the opinion of the Engineer should be removed after pruning, shall be removed and disposed of. Removing and disposing of the shrubs not otherwise provided for will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

One application of a preemergent pesticide shall be applied to trenched areas in existing ground cover areas and to trenched areas adjacent to fences, curbs, dikes and shoulders. The Engineer will determine when the preemergent pesticide shall be applied.

PRUNE EXISTING PLANTS

Existing plants, as determined by the Engineer, shall be pruned. Pruning of the existing plants, except as otherwise provided in these special provisions, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-2.03 EXISTING HIGHWAY IRRIGATION FACILITIES

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

Water shall be maintained in conformance with the provisions in Section 20-5.025, "Maintain Existing Water Supply," of the Standard Specifications.

LOCATE EXISTING CROSSOVERS AND CONDUITS

Existing crossovers and conduits shown on the plans to be incorporated in the new work shall be located in conformance with the provisions for locating conduits in Section 20-5.03B, "Conduit for Irrigation Crossovers," of the Standard Specifications.

Unless otherwise directed by the Engineer, existing crossovers and conduits shown on the plans to be incorporated in the new work shall be located prior to performing work on irrigation systems.

If debris is encountered in the ends of conduits, the debris shall be removed prior to performing other work in the conduits. Removal of debris within the first one meter in these conduits shall be at the Contractor's expense. If debris is encountered in the conduits more than one meter from the ends of the conduits, the additional debris shall be removed as directed by the Engineer and the removal work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

CHECK AND TEST EXISTING IRRIGATION FACILITIES

Existing irrigation facilities that are to remain , and that are within those areas where clearing and grubbing or earthwork operations are to be performed, shall be checked by the Contractor in the presence of the Engineer for missing or damaged components and proper operation prior to performing clearing and grubbing or earthwork operations. Existing irrigation facilities outside of work areas that are affected by the construction work shall also be checked for proper operation.

A written list of existing irrigation system deficiencies shall be submitted to the Engineer within 5 working days after checking the existing facilities.

Deficiencies found during checking of the existing facilities shall be corrected as directed by the Engineer. Corrective work ordered by the Engineer will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

When existing irrigation facilities are checked, existing backflow preventers shall be tested for proper operation in conformance with the provisions in Section 20-5.03J, "Check and Test Backflow Preventers," of the Standard Specifications.

Length of watering cycles for use of potable water from water meters for checking or testing existing irrigation facilities shall be as determined by the Engineer.

Additional repairs required for the existing irrigation system as ordered by the Engineer, except as otherwise provided for in "Maintain Existing Irrigation Facilities" of these special provisions, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

MAINTAIN EXISTING IRRIGATION FACILITIES

Existing irrigation facilities shall be maintained throughout the life of the contract. Prior to the start of maintaining existing irrigation facilities work, the facilities shall be checked for proper operation, and repaired in conformance with the provisions in "Check and Test Existing Irrigation Facilities" of these special provisions.

After the existing facilities have been checked and repaired, the Contractor shall be responsible for the routine maintenance of existing irrigation systems. The work shall include, but not limited to, checking irrigation systems for proper operation and adjusting, repairing or replacing valves, valve boxes, sprinklers, risers, swing joints, and valve assembly units.

The Contractor will not be responsible for maintaining existing water meters, underground pipe supply lines, control and neutral conductors, and electrical conduits. Except as otherwise specified in "Existing Highway Irrigation Facilities" of these special provisions, repair work to these facilities ordered by the Engineer will be paid for as extra work as provided in Section 4-l.03D, "Extra Work," of the Standard Specifications.

Existing automatic irrigation systems shall be operated automatically during the life of the contract, except manual operation will be allowed for the work during plant replacement, fertilization, weed germination, and the repair of irrigation facilities.

Irrigation controllers shall be programmed by the Contractor for seasonal water requirements. During winter seasons irrigation systems shall be operated automatically a minimum of 2 minutes every 2 weeks.

Irrigation systems and facilities shall be checked for proper operation at least once every 30 days. When required, as determined by the Engineer, adjusting, repairing or replacing irrigation facilities shall be completed within 5 working days after checking the irrigation systems. Except as provided in these special provisions, repair and replacement of irrigation facilities shall conform to the provisions in "Existing Highway Irrigation Facilities" of these special provisions.

Except as provided in these special provisions, the contract lump sum price paid for maintain existing irrigation facilities shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in maintaining existing irrigation facilities, complete in place, including checking irrigation facilities, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

REMOVE EXISTING IRRIGATION FACILITIES

Existing irrigation facilities where shown on the plans to be removed, shall be removed. Facilities that are more than 150 mm below finished grade may be abandoned in place.

Immediately after disconnecting an existing irrigation facility to be removed or abandoned from an existing facility to remain, the remaining facility shall be capped or plugged, or shall be connected to a new or existing irrigation facility.

Facilities to be removed 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.

10-2.04 HIGHWAY PLANTING

The work performed in connection with highway planting shall conform to the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

HIGHWAY PLANTING MATERIALS

Mulch (Green Material)

Mulch shall be woody material. Woody materials shall consist of chipped, shredded or ground green materials such as shrubs, tree trimmings or clean processed wood products.

Deleterious materials such as rocks, glass, plastics, metals, clods, weeds, weed seeds, coarse objects, sticks larger than the specified particle size, salts, paint, petroleum products, pesticides or other chemical residues that would be harmful to plant or animal life shall not exceed 0.1-percent of the mulch volume. Chipping shall include shredding, grinding or other methods used to reduce mulch materials to the specified size.

Green materials shall be processed and have reached an internal temperature of 56°C for a minimum of 15 consecutive days. During the processing period, the green material shall have been turned a minimum of 5 times.

Green material shall have a particle size conforming to the provisions for shredded bark in Section 20-2.08, "Mulch," of the Standard Specifications.

Commercial Fertilizer (Slow Release)

Commercial fertilizer (slow release) shall be a pelleted or granular form, shall be slow or controlled release with a nutrient release over an 8- to 12-month period, and shall fall within the following guaranteed chemical analysis range:

Ingredient	Percentage
Nitrogen	16-21
Phosphoric Acid	6-8
Water Soluble Potash	4-10

ROADSIDE CLEARING

Prior to preparing mulch and planting areas, or commencing irrigation trenching operations for planting areas, trash and debris shall be removed from these areas and a distance of 3 m beyond the edges of those areas.

In addition to removing trash and debris, the project area shall be cleared as specified herein:

A. Trees and shrubs adjacent to sound walls, that in the opinion of the Engineer should be removed, shall be removed and disposed of. Removal of existing trees and shrubs regardless of size shall be at ground level and include treating the remaining stumps and roots with a herbicide (stump killer) approved by the Engineer.
B. Weeds shall be killed and removed within proposed mulch areas adjacent to sound wall construction and within the proposed planting areas.

After the initial roadside clearing is complete, additional roadside clearing work shall be performed as necessary to maintain the areas, as specified above, in a neat appearance until the start of the plant establishment period. This work shall include the following:

A. Trash and debris shall be removed.
B. Rodents shall be controlled.
C. Weed growth shall be killed before the weeds reach the seed stage of growth or exceed 150 mm in length.
D. Existing ground cover shall be killed and removed from within the 2-m diameter areas specified for each proposed plant location within the existing ground cover areas.
E. Weeds in plant basins, including basin walls, shall be removed by hand pulling, after the plants have been planted.

Weed Control

Weed control shall also conform to the following:

A. Stolon type weeds shall be killed with glyphosate.
B. Removed weeds and ground cover shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Roadside clearing work shall not include work required to be performed as clearing and grubbing as specified in Section 16, "Clearing and Grubbing," of the Standard Specifications.

Full compensation for roadside clearing shall be considered as included in the contract lump sum price paid for highway planting and no separate payment will be made therefor.

PESTICIDES

Pesticides used to control weeds shall conform to the provisions in Section 20-4.026, "Pesticides," of the Standard Specifications. Except as otherwise provided in these special provisions, pesticide use shall be limited to the following materials:

Cacodylic Acid
Diquat
Fluazifop-butyl
Glyphosate
Isoxaben (Preemergent)
Sethoxydim
Oxadiazon - 50 percent WP (Preemergent)
Oryzalin (Preemergent)
Pendimethalin (Preemergent)
Prodiamine (Preemergent)
Trifluralin (Preemergent)
Napropamide (Preemergent)

Granular preemergents may be used when applied to areas that will be covered with mulch, excluding plant basins. Granular preemergents shall be limited to the following materials:

Dichlobenil (Preemergent)
Oxadiazon (Preemergent)

Granular preemergents shall be applied prior to the application of mulch. Mulch applications shall be completed in these areas on the same working day. Photosensitive dye will not be required.

Glyphosate shall be used to kill stolon type weeds.

Oxadiazon shall be of the emulsifiable concentration or wettable powder type, except when Oxadiazon is used under mulch in conformance with these special provisions.

Preemergents shall not be applied within 450 mm of plants.

If the Contractor elects to request the use of other pesticides on this project, the request shall be submitted, in writing, to the Engineer not less than 15 days prior to the intended use of the other pesticides. Except for the pesticides listed in these special provisions, no pesticides shall be used or applied without prior written approval of the Engineer.

Pesticides shall not be applied within the limits of the plant basins. Pesticides shall not be applied in a manner that allows the pesticides to come in contact with the foliage and woody parts of the plants.

PREPARING PLANTING AREAS

Plants adjacent to drainage ditches shall be located so that after construction of the basins, no portion of the basin walls shall be less than the minimum distance shown on the plans for each plant involved.

PREPARE HOLES

Holes for plants shall be excavated to the minimum dimensions shown on the plans.

Backfill material for plant holes shall be a mixture of soil and other materials shown on the Plant List. Backfill material shall be thoroughly mixed and uniformly distributed throughout the entire depth of the plant hole without clods and lumps.

Full compensation for preparing holes shall be considered as included in the contract lump sum price paid for highway planting and no separate payment will be made therefor.

PLANTING

Backfill material for plant holes shall be a mixture of soil and soil amendment. The quantity of soil amendment shall be as shown on the Plant List. Soil amendment shall conform to the provisions in Section 20-2.03, "Soil Amendment," of the Standard Specifications. Backfill material shall be thoroughly mixed and uniformly distributed throughout the entire depth of the plant hole without clods and lumps.

Commercial fertilizer (pelleted and granular) and iron sulfate shall be applied or placed at the time of planting and at the rates shown on the Plant List and in conformance with the provisions in Section 20-4.05, "Planting," of the Standard Specifications and these special provisions.

Mulch will not be required in the plant basins when mulch is not indicated on the Plant List for the plants involved.

A granular preemergent shall be applied to areas to be covered with mulch outside of plant basins in conformance with the provisions in "Pesticides" of these special provisions.

Mulch placed in areas outside of plant basins shall be spread to a uniform depth of 100 mm.

Mulch shall be spread from the outside of the proposed plant basin to the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, fences, and existing plantings. If the proposed plant material is 3.6 m or more from the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, fences, and other existing plantings, the mulch shall be spread 2 m beyond the outside edge of the proposed plant basins.

Mulch shall not be placed within one meter of the centerline of earthen drainage ditches, within one meter of the edge of paved ditches, and within one meter of the centerline of drainage flow lines.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions regarding functional tests of the irrigation systems. Planting shall not be performed in an area until the functional test has been completed for the irrigation system serving that area.

PLANT ESTABLISHMENT WORK

The plant establishment period shall be Type 2 and shall not be less than 90 working days.

Attention is directed to "Relief From Maintenance and Responsibility" in these special provisions regarding relief from maintenance and protection.

Commercial fertilizer (slow release) shall be applied to trees and vines 5 days before the end of the plant establishment period. Commercial fertilizer shall be applied at the rates shown on the plans and shall be spread with a mechanical spreader wherever possible.

Weeds within plant basins, including basin walls, shall be controlled by hand pulling.

Weeds within mulched areas and outside of plant basins shall be controlled by killing.

Vines shall be trained through cored holes in walls.

At the option of the Contractor, plants of a larger container size than those originally specified may be used for replacement plants during the plant establishment period. The use of plants of a larger container size than those originally specified for replacement plants shall be at the Contractor's expense.

When ordered by the Engineer, one application of a preemergent pesticide conforming to the provisions in "Pesticides" of these special provisions, shall be applied between 20 and 30 working days prior to completion of the plant establishment period. This work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The final inspection shall be performed in conformance with the provisions in Section 5-1.13, "Final Inspection," of the Standard Specifications and shall be completed a minimum of 20 working days before the estimated completion of the contract.

10-2.05 IRRIGATION SYSTEMS

Irrigation systems shall be furnished and installed in conformance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications, except materials containing asbestos fibers shall not be used.

Method A pressure testing shall conform to the provisions in Section 20-5.03H(1), "Method A", of the Standard Specifications, except leaks that develop in the tested portion of the system shall be located and repaired after each test period when a drop of more than 35 kPa is indicated by the pressure gage. After the leaks have been repaired, the one hour pressure test shall be repeated and additional repairs made until the drop in pressure is 35 kPa or less.

VALVE BOXES

Valve boxes shall conform to the provisions in Section 20-2.24, "Valve Boxes," of the Standard Specifications, except as otherwise provided herein.

Valve boxes shall be precast portland cement concrete.

Covers for concrete valve boxes shall be cast iron or steel. Cast iron and steel covers shall be hinged with brass hinge pins for valve boxes containing valves smaller than 50 mm.

Valve boxes shall be identified on the top surface of the covers by labels containing the appropriate abbreviation for the irrigation facility contained in the valve box as shown on the plans. Valve boxes that contain remote control valves shall be identified by the appropriate letters and numbers (controller and station numbers). Labels for valve boxes shall conform to the provisions in Section 20-5.03F, "Valves and Valve Boxes," of the Standard Specifications.

Label material shall be polyurethane.

SOLAR AUTOMATIC IRRIGATION COMPONENTS

Irrigation Controllers (Solar Pole Mounted)

Irrigation controllers (solar pole mounted) shall be single, solid-state independent controllers conforming to the following:

A. The controller shall be light-energized (solar powered) with a lockable, weather proof, vandal-resistant case.

B. All power for continuous 24 hour operation of the controller shall be provided by the controller's internal photovoltaic module.
C. No direct sunlight will be required.
D. The controller shall have a liquid crystal display.
E. The controller shall have a power output of 3.5 volts DC.
F. The controllers shall be fully automatic and shall operate a complete 7-day calendar or interval of 1 to 39 days in odd/even or every day rotation irrigation program.
G. Irrigation controllers shall be capable of a minimum of 4 program schedules.
H. Each station shall have a variable or incremental timing adjustment with a range of 6 hours to a minimum of one minute in one-minute increments.
I. Programs shall be held in non-volatile memory indefinitely.
J. The controller shall be capable of actuating a pump start using interface modules. Such modules shall be designed for switching either 24 volts, 120 volts, or 240 volts at 2 amps maximum.
K. The controller shall be capable of accepting simple field-override commands to set temporary water budget and rain-delay programming.
L. The controller programming shall be protected by a changeable password.
M. The supplier or manufacturer of the controller shall provide a 2-year replacement warranty in the event of failure due to any defect in original materials and workmanship.

Electric Remote Control Valves

Electric remote control valves shall conform to the provisions in Section 20-2.23, "Control Valves," of the Standard Specifications and the following:

A. Valves shall be brass, or bronze.
B. Valves shall be angle pattern (bottom inlet) or straight pattern (side inlet) as shown on the plans.
C. Valve solenoids shall be DC latching and operate on 3.5 V. Solenoids shall be capable of operating 2 and 3-way valves.

Pull Boxes

Pull box installations shall conform to the provisions in Section 20-5.027I, "Conductors, Electrical Conduits and Pull Boxes," of the Standard Specifications.

Conductors

Low voltage, as used in this section "Conductors," shall mean 36 V or less.

Low voltage control and neutral conductors in pull boxes and valve boxes, at irrigation controller terminals, and at splices shall be marked as follows:

A. Conductor terminations and splices shall be marked with adhesive backed paper markers or adhesive cloth wrap-around markers, with clear, heat-shrinkable sleeves sealed over the markers.
B. Non-spliced conductors in pull boxes and valve boxes shall be marked with clip-on, "C" shaped, white extruded polyvinyl chloride sleeves. Marker sleeves shall have black, indented legends of uniform depth with transparent overlays over the legends and "chevron" cuts for alignment of 2 or more sleeves.

Markers for the control conductors shall be identified with the appropriate number or letter designations of irrigation controllers and station numbers. Markers for neutral conductors shall be identified with the appropriate number or letter designations of the irrigation controllers.

The color of low voltage neutral and control conductor insulation, except for the striped portions, shall be homogeneous throughout the entire thickness of the insulation.

Insulation for conductors may be UL listed polyethylene conforming to UL44 test standards with a minimum insulation thickness of 1.05 mm for wire sizes 10AWG and smaller.

At the option of the Contractor, other types of splice sealing materials and methods may be used provided other materials and methods have been approved in writing by the Engineer prior to installation of the connectors.

Prior to granting relief from maintenance and responsibility, as provided in these special provisions, the functional test, in conformance with the provisions in Section 20-5.027J, "Testing," of the Standard Specifications, shall be satisfactorily completed, and instruction shall be given to the Engineer on the use and adjustment of the installed irrigation controllers.

IRRIGATION SYSTEMS FUNCTIONAL TEST

Functional tests for the irrigation controllers and associated automatic irrigation systems shall conform to the provisions in Section 20-5.027J, "Testing," of the Standard Specifications and these special provisions.

Tests shall demonstrate to the Engineer, through one complete cycle of the irrigation controllers in the automatic mode, that the associated automatic components of the irrigation systems operate properly. If automatic components of the irrigation systems fail a functional test, these components shall be repaired at the Contractor's expense and the testing repeated until satisfactory operation is obtained.

Associated automatic components shall include, but not be limited to, remote control valves, and rain sensors.

Upon completion of work on an irrigation system, including correction of deficiencies and satisfactory functional tests for the systems involved, the plants to be planted in the area watered by the irrigation system may be planted provided the planting areas have been prepared as specified in these special provisions.

PIPE

Plastic Pipe

Plastic pipe supply lines shall be polyvinyl chloride (PVC) 1120 or 1220 pressure rated pipe with the minimum pressure rating (PR) shown on the plans.

Plastic pipe supply lines shall have solvent cemented type joints. Primers shall be used on the solvent cemented type joints.

Plastic pipe supply lines (main) shall have a minimum cover of 0.45 m.

Plastic pipe supply lines downstream from the remote control valves for Type C-2 sprinklers shall have a minimum cover of 150 mm.

Fittings for plastic pipe supply lines with a pressure rating (PR) of 315 shall be Schedule 80.

Reclaimed Water Supply Lines

New and exposed reclaimed water supply lines shall be marked with a permanently affixed purple warning tape bearing the continuous wording "CAUTION RECLAIMED WATER." The tape shall be wrapped around the supply lines in a manner that produces a uniform and smooth fit, free of irregularities.

At the Contractor's option, purple colored polyvinyl chloride (PVC) supply lines may be used for reclaimed water supply lines in place of standard PVC supply line with affixed purple warning tape. Purple colored PVC supply lines shall conform to the following:

A. Pipe shall be made of PVC 1120 with the minimum pressure ratings (PR) shown on the plans.
B. Pipe shall conform to the requirements in one of the following Standards: ASTM Designation: D 1785, ASTM Designation: D 3139 and ASTM Designation: D 2241 or ASTM Designation: D 2672.
C. Pipe shall have permanent wording "CAUTION RECLAIMED WATER" in 2 rows, approximately 180 degrees apart, in the longitudinal direction of the pipe. The warning message shall be repeated every 600 mm continuously along the pipe.

Full compensation for furnishing and installing permanently affixed purple striping tape on reclaimed water supply lines shall be considered as included in the contract lump sum price paid for irrigation system and no separate payment will be made therefor.

SPRINKLERS

Sprinklers shall conform to the type, pattern, material, and operating characteristics listed in the "Sprinkler Schedule" shown on the plans.

Flexible risers shall be ultraviolet (UV) resistant, brown in color and shall conform to the details shown on the plans.

When required, risers for Type C sprinklers shall be fitted with a device that will automatically and instantly stop the flow of water from a riser when the riser is broken on the downstream side of the device. Flow shutoff device shall be glass-filled copolymer and brightly colored for visibility. The device shall be installed as recommended by the manufacturer of the device.

RECLAIMED WATER WARNING SIGN

Reclaimed water warning signs shall be affixed to the above ground irrigation facilities that use or are associated with reclaimed water. Reclaimed water warning signs and aluminum sign plates for warning signs will be State-furnished as provided under "State-furnished Materials" of these special provisions.

Warning signs will be flexible self-adhesive decals with peel-off backs. Decals shall be applied directly to irrigation facilities with smooth surfaces or affixed to 1.6 mm thick aluminum sign plates which shall be attached to the various above ground irrigation facilities.

Warning signs on above ground irrigation facilities shall be placed in visible locations.

Self-adhesive warning signs shall be applied directly to clean smooth surfaces. The smooth surfaces shall be cleaned with alcohol, or an equivalent cleaner, before applying the decals.

Reclaimed water warning decals or decals on aluminum sign plates shall be permanently affixed to backflow preventers, remote control valves, remote control valves (master), valve boxes, gates and fences.

Marking underground pipe for reclaimed water shall conform to the provisions in "Pipe" of these special provisions.

Full compensation for installing reclaimed water warning signs shall be considered as included in the contract lump sum price paid for irrigation system and no separate payment will be made therefor.

FINAL IRRIGATION SYSTEM CHECK

A final check of existing and new irrigation facilities shall be performed not more than 20 working days prior to acceptance of the contract.

The length of watering cycles using potable water measured by water meters for the final check of irrigation facilities will be determined by the Engineer.

Remote control valves connected to new irrigation controller shall be checked for automatic performance when the controllers are in automatic mode.

Unsatisfactory performance of irrigation facilities installed or modified by the Contractor shall be repaired and rechecked at the Contractor's expense until satisfactory performance is obtained, as determined by the Engineer.

Nothing in this section "Final Irrigation System Check" shall relieve the Contractor of full responsibility for making good or repairing defective work or materials found before the formal written acceptance of the entire contract by the Director.

Full compensation for checking the irrigation systems prior to the acceptance of the contract shall be considered as included in the contract lump sum price paid for plant establishment work and no additional compensation will be allowed therefor.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
   _____

   a. Describe the role of the MBE firm in the joint venture. _____
      _____
   b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
      _____

5. Nature of the joint venture's business _____
   _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

   a. Profit and loss sharing.
   b. Capital contributions, including equipment.
   c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   a. Financial decisions _____
   b. Management decisions, such as:

      (1) Estimating _____
      (2) Marketing and sales _____
      (3) Hiring and firing of management personnel _____
      _____
      (4) Purchasing of major items or supplies _____
      _____

   c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 20___, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 20___, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor - During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b. The contractor will accept as his operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action

shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

   c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a. The records kept by the contractor shall document the following:

      (1) The number of minority and non-minority group members and women employed in each work classification on the project;

      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

   a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

   b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be

sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in

the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers**:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**
The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**
Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**
The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less 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

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY - ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of

compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**
(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions:**

a. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) 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;

(3) 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

(4) 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.

b. 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.

3. **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.

4. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions:**

a. 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.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	**Redding, CA:**	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	
175	**Eureka, CA**	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	**San Francisco-Oakland-San Jose, CA:**	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	**Sacramento, CA**:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	**Stockton-Modesto, CA:**	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	

		Goal (Percent)
179	**Fresno-Bakersfield, CA**	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	**Los Angeles, CA:**	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	**San Diego, CA:**	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.