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STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

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**NOTICE TO CONTRACTORS  
AND  
SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE HIGHWAY IN  
LOS ANGELES COUNTY IN LONG BEACH AND LOS ANGELES FROM 0.1 MILE NORTH OF OCEAN  
BOULEVARD TO 0.1 MILE SOUTH OF ROUTE 103**

**DISTRICT 07, ROUTE 47**

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**For Use in Connection with Standard Specifications Dated MAY 2006, Standard Plans Dated MAY 2006, and Labor  
Surcharge and Equipment Rental Rates.**

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**CONTRACT NO. 07-265004**

**07-LA-47-3.6/4.5**

**Bids Open: July 31, 2008**

**Dated: June 30, 2008**

**OSD**

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# IMPORTANT SPECIAL NOTICES

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- Attention is directed to Section 2, "Proposal Requirements and Conditions" of these special provisions, for new requirements concerning a "DVBE Incentive Evaluation" and a "Small Business Enterprise Goal."
- Attention is directed to Section 3, "Award and Execution of Contract" of these special provisions, for new requirement concerning a small business participation report.
- Attention is directed to Section 3, "Award and Execution of Contract," of these special provisions regarding submittal of the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications.

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# STANDARD PLANS LIST

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

A10A	Acronyms and Abbreviations (Sheet 1 of 2)
A10B	Acronyms and Abbreviations (Sheet 2 of 2)
A10C	Symbols (Sheet 1 of 2)
A10D	Symbols (Sheet 2 of 2)
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
RSP T7	Construction Project Funding Identification Signs
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs – Wood Post, Typical Installation Details No. 2
RS3	Roadside Signs – Laminated Wood Box Post Typical Installation Details No. 3
RS4	Roadside Signs, Typical Installation Details No. 4
S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape
S95	Roadside Single Sheet Aluminum Signs, Diamond Shape

**DEPARTMENT OF TRANSPORTATION**

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**NOTICE TO CONTRACTORS**

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**CONTRACT NO. 07-265004**

**07-LA-47-3.6/4.5**

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 LONG BEACH AND LOS ANGELES FROM 0.1 MILE NORTH OF OCEAN BOULEVARD TO 0.1 MILE SOUTH OF ROUTE 103**

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on July 31, 2008, 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 LONG BEACH AND LOS ANGELES FROM 0.1 MILE NORTH OF OCEAN BOULEVARD TO 0.1 MILE SOUTH OF ROUTE 103**

General work description: Retrofit abutments, column bearings and hinges on steel bridge.

This project has a goal of 5 percent disabled veteran business enterprise (DVBE) participation.

No prebid meeting is scheduled for this project.

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 one of the following Class C licenses: C-51.

The Contractor must also be properly licensed at the time the bid is submitted, except that on a joint venture bid a joint venture license may be obtained by a combination of licenses after bid opening but before award in conformance with Business and Professions Code, Section 7029.1.

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

This project is subject to the State small business preference, non-small business subcontractor preference, and California company reciprocal preference.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

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

1. Mail: District 7 Construction Duty Senior, 100 South Main Street, 3<sup>rd</sup> Floor, MS-7, Los Angeles, CA 90012.
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.

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

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>. Future effective general prevailing wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated June 30, 2008

FDD

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

**07-265004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	071325	TEMPORARY FENCE (TYPE ESA)	LF	200
2	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM
3 (S)	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM
4	074031	TEMPORARY GRAVEL BAG BERM	LF	1,400
5	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	2
6	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	1
7	074041	STREET SWEEPING	LS	LUMP SUM
8	074042	TEMPORARY CONCRETE WASHOUT (PORTABLE)	LS	LUMP SUM
9	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM
10	041404	REMOVE RIVET	EA	2,032
11 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	CY	262
12	511106	DRILL AND BOND DOWEL	LF	60
13 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	44,000
14 (F)	550102	STRUCTURAL STEEL (BRIDGE)	LB	95,500
15	590115	CLEAN AND PAINT STRUCTURAL STEEL	LS	LUMP SUM
16	590135	SPOT BLAST CLEAN AND PAINT UNDERCOAT	SQFT	2,076
17 (S-F)	041405	MISCELLANEOUS METAL (RESTRAINER CABLE TYPE) (MODIFIED)	LB	20,100
18 (S)	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM
19	999990	MOBILIZATION	LS	LUMP SUM

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

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## **SPECIAL PROVISIONS**

**Annexed to Contract No. 07-265004**

### **SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall conform to the provisions in the Standard Specifications dated May 2006 and the Standard Plans dated May 2006 of the Department of Transportation insofar as the same may apply and these special provisions.

## **AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS**

**UPDATED APRIL 4, 2008**

### **SECTION 0: GLOBAL REVISIONS**

Issue Date: August 17, 2007

Blank

### **SECTION 1: DEFINITIONS AND TERMS**

Issue Date: January 18, 2008

Section 1-1.01, "General," of the Standard Specifications is amended by adding the following:

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

1. Use of:

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

2. Elimination of:

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

- The use of this new style does not change the meaning of a specification not yet using this style.
- The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."
  - Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.
  - All items in a list apply unless the items are specified as choices.

Contract No. 07-265004

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

The 1st table in Section 1-1.02, "Abbreviations," of the Standard Specifications is amended by adding:

SSPC	The Society for Protective Coatings
------	-------------------------------------

Section 1, "Definitions and Terms," of the Standard Specifications is amended by adding the following sections:

**1-1.082 BUSINESS DAY**

- Day on the calendar except Saturday or holiday.

**1-1.084 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES**

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

**1-1.125 DEDUCTION**

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

**1-1.205 FEDERAL-AID CONTRACT**

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

**1-1.245 HOLIDAY**

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

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

**1-1.475 WITHHOLD**

• Money temporarily or permanently taken from progress payment. Withholds are cumulative and are not retentions under Pub Cont Code § 7107.

Section 1-1.255, "Legal Holidays," of the Standard Specifications is deleted.

Section 1-1.265, "Manual on Uniform Traffic Control Devices," of the Standard Specifications is deleted.

Section 1-1.266, "Manual on Uniform Traffic Control Devices California Supplement," of the Standard Specifications is deleted.

Section 1-1.39 "State," of the Standard Specifications is amended to read:

### **1-1.39 STATE**

- The State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work.

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

Issue Date: August 17, 2007

Section 3-1.025, "Insurance Policies," of the Standard Specifications is amended to read:

### **3-1.025 INSURANCE POLICIES**

- The successful bidder shall submit:
  1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12, "Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.
  2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
  3. A declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is \$50,000 or higher.
- If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure in accordance with the provisions of Section 3700 of the Labor Code.

Section 3-1.03, "Execution of Contract," of the Standard Specifications is amended to read:

### **3-1.03 EXECUTION OF CONTRACT**

- The contract shall be signed by the successful bidder and returned, together with the contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," within 10 business days of receiving the contract for execution.

Section 3-1.04, "Failure to Execute Contract," of the Standard Specifications is amended to read:

### **3-1.04 FAILURE TO EXECUTE CONTRACT**

- Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3-1.03, "Execution of Contract," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

Section 3-1.05, "Return of Proposal Guaranties," of the Standard Specifications is amended to read:

### **3-1.05 RETURN OF PROPOSAL GUARANTIES**

- The Department keeps the proposal guaranties of the 1st, 2nd and 3rd lowest responsible bidders until the contract has been executed. The other bidders' guaranties, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd apparent lowest bidders, and their bidders' bonds are of no further effect.

## SECTION 4: SCOPE OF WORK

Issue Date: August 17, 2007

Section 4-1.01, "Intent of Plans and Specifications," of the Standard Specifications is amended by adding the following:

- Nothing in the specifications voids the Contractor's public safety responsibilities.

## SECTION 5: CONTROL OF WORK

Issue Date: February 1, 2008

Section 5, "Control of Work," of the Standard Specifications is amended by adding the following sections:

### 5-1.005 GENERAL

- Failure to comply with any specification part is a breach of the contract and a waiver of your right to time or payment adjustment.

- After contract approval, submit documents and direct questions to the Engineer. Orders, approvals, and requests to the Contractor are by the Engineer.

- The Engineer furnishes the following in writing:

1. Approvals
2. Notifications
3. Orders

- The Contractor must furnish the following in writing:

1. Assignments
2. Notifications
3. Proposals
4. Requests, sequentially numbered
5. Subcontracts
6. Test results

- The Department rejects a form if it has any error or any omission.
- Convert foreign language documents to English.
- Use contract administration forms available at the Department's Web site.
- If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

### 5-1.015 RECORD RETENTION, INSPECTION, COPYING, AND AUDITING

- Retain project records and make them available for inspection, copying, and auditing by State representatives from bid preparation through:

1. Final payment
2. Resolution of claims, if any

- For at least 3 years after the later of these, retain and make available for inspection, copying, and auditing cost records by State representatives including:

1. Records pertaining to bid preparation
2. Overhead
3. Payroll records and certified payroll
4. Payments to suppliers and subcontractors
5. Cost accounting records
6. Records of subcontractors and suppliers

- Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.
- Before contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 days before inspection, copying, or auditing.
- If an audit is to start more than 30 days after contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier when the audit is to start.

Section 5-1.01, "Authority of Engineer," of the Standard Specifications is amended by adding:

- Failure to enforce a contract provision does not waive enforcement of any contract provision.

Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions," of the Standard Specifications is amended to read:

**5-1.04 CONTRACT COMPONENTS**

- A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.
- If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:

- 1.1. Special provisions
- 1.2. Project plans
- 1.3. Revised Standard Plans
- 1.4. Standard Plans
- 1.5. Amendments to the Standard Specifications
- 1.6. Standard Specifications
- 1.7. Project information

2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

- If a discrepancy is found or confusion arises, request correction or clarification.

Section 5-1.07, "Lines and Grades," of the Standard Specifications is replaced with the following:

**5-1.07 LINES AND GRADES**

- The Engineer places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual.
- Submit your request for Department-furnished stakes:

1. On a Request for Construction Stakes form. Ensure:

- 1.1. Requested staking area is ready for stakes
- 1.2. You use the stakes in a reasonable time

2. A reasonable time before starting an activity using the stakes

- Establish priorities for stakes and note priorities on the request.
- Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Section 5-1.116, "Differing Site Conditions," is amended to read:

## **5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)**

### **5-1.116A Contractor's Notification**

- Promptly notify the Engineer if you find either of the following:
  1. Physical conditions differing materially from either of the following:
    - 1.1. Contract documents
    - 1.2. Job site examination
  2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract
- Include details explaining the information you relied on and the material differences you discovered.
- If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.
- If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

### **5-1.116B Engineer's Investigation and Decision**

- Upon your notification, the Engineer investigates job site conditions and:
  1. Notifies you whether to resume affected work
  2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

### **5-1.116C Protests**

- You may protest the Engineer's decision by:
  1. Submitting an Initial Notice of Potential Claim within 5 business days after receipt of the Engineer's notification
  2. Complying with claim procedures
- The Initial Notice of Potential Claim must detail the differences in your position from the Engineer's determination and support your position with additional information, including additional geotechnical data. Attach to the Initial Notice of Potential Claim a certification stating that you complied with Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work."
  - Promptly submit supplementary information when obtained.

## **SECTION 6: CONTROL OF MATERIALS**

Issue Date: August 17, 2007

Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications is amended to read:

### **6-1.05 Specific Brand or Trade Name and Substitution**

- A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.
- Submit a substitution request within a time period that:
  1. Follows Contract award
  2. Allows 30 days for review
  3. Causes no delay
- Include substantiating data with the substitution request that proves the substitution:
  1. Is of equal or better quality and suitability
  2. Causes no delay in product delivery and installation

Section 6, "Control of Materials," of the Standard Specifications is amended by adding the following sections:

Contract No. 07-265004

**6-1.085 BUY AMERICA (23 CFR 635.410)**

- For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, material produced outside the United States may be used

- Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

- For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

**6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))**

- Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

- For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

The 7th and 8th paragraph of Section 6-2.01, "General," of the Standard Specifications are amended to read:

- Upon the Contractor's written request, the Department tests materials from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge the Contractor for the tests; otherwise, the Department deducts the test cost.

The 2nd sentence of the 7th paragraph of Section 6-2.02, "Possible Local Material Sources," of the Standard Specifications is amended to read:

- The Department deducts the charges for the removed material.

**SECTION 7: LEGAL RELATIONS AND RESPONSIBILITIES**

Issue Date: February 1, 2008

Section 7-1.01, "Laws To Be Observed," of the Standard Specifications is amended to read:

**7-1.01 LAWS TO BE OBSERVED**

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

The 3rd listed requirement of the 1st paragraph of Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications is amended to read:

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

The 2nd paragraph of Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications is amended to read:

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

The 2nd paragraph of Section 7-1.01A(3), "Payroll Records," of the Standard Specifications is amended to read:

- The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

The 4th paragraph of Section 7-1.01A(3), "Payroll Records," of the Standard Specifications is amended to read:

- The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

The 5th paragraph of Section 7-1.01A(3), "Payroll Records," of the Standard Specifications is deleted.

Section 7-1.01A(6), "Workers' Compensation," of the Standard Specifications is amended to read:

**7-1.01A(6) (Blank)**

The first sentence of the eighth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

- Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the California MUTCD.

The sixteenth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

- When vertical clearance is temporarily reduced to 15.5 feet or less, low clearance warning signs shall be placed in accordance with Part 2 of the California MUTCD and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

The last sentence of the 2nd paragraph of Section 7-1.11, "Preservation of Property," of the Standard Specifications is amended to read:

- The cost of the repairs must be borne by the Contractor and will be deducted.

Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications is amended to read:

### **7-1.12 INDEMNIFICATION AND INSURANCE**

- The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.025, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

#### **7-1.12A Indemnification**

- The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

- Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

- The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

- With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

- Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

#### **7-1.12B Insurance**

##### **7-1.12B(1) General**

- Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

##### **7-1.12B(2) Casualty Insurance**

- The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

**7-1.12B(3) Workers' Compensation and Employer's Liability Insurance**

- In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
- In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

- Contract execution constitutes certification submittal.
- The Contractor shall provide Employer's Liability Insurance in amounts not less than:
  1. \$1,000,000 for each accident for bodily injury by accident
  2. \$1,000,000 policy limit for bodily injury by disease
  3. \$1,000,000 for each employee for bodily injury by disease

• If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

**7-1.12B(4) Liability Insurance**

**7-1.12B(4)(a) General**

• The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

**7-1.12B(4)(b) Liability Limits/Additional Insureds**

• The limits of liability shall be at least the amounts shown in the following table:

Total Bid	For Each Occurrence <sup>1</sup>	Aggregate for Products/Completed Operation	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$5,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$5,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

• The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

- The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04

- Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

#### **7-1.12B(4)(c) Contractor's Insurance Policy is Primary**

- The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and shall not be called upon to contribute with this insurance.

#### **7-1.12B(5) Automobile Liability Insurance**

- The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

#### **7-1.12B(6) Policy Forms, Endorsements, and Certificates**

- The Contractor shall provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

#### **7-1.12B(7) Deductibles**

- The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

#### **7-1.12B(8) Enforcement**

- The Department may assure the Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Contractor shall submit to the Department evidence of renewal or replacement of the policy.

- If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."

- The Contractor is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

- Minimum insurance coverage amounts do not relieve the Contractor for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this contract.

#### **7-1.12B(9) Self-Insurance**

- Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.

- If the Contractor uses a self-insurance program or self-insured retention, the Contractor shall provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the contract is the Contractor's acknowledgement that the Contractor will be bound by all laws as if the Contractor were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22.

## **SECTION 8: PROSECUTION AND PROGRESS**

Issue Date: August 17, 2007

The 2nd paragraph of Section 8-1.02, "Assignment," of the Standard Specifications is amended to read:

- If the Contractor assigns the right to receive contract payments, the Department accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the contract. The Department may use withheld payments for work completion whether payments are assigned or not.

## **SECTION 9: MEASUREMENT AND PAYMENT**

Issue Date: August 17, 2007

The last sentence of the 1st paragraph of Section 9-1.02, "Scope of Payment," of the Standard Specifications is amended to read:

- Neither the payment of any estimate nor of any retained percentage or withhold relieves the Contractor of any obligation to make good any defective work or material.

The 6th paragraph of Section 9-1.03C, "Records," of the Standard Specifications is deleted.

The 2nd sentence of the 14th paragraph of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

- Administrative disputes are disputes of administrative deductions or withholds, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the Weekly Statement of Working Days as provided in Section 8-1.06, "Time of Completion."

Section 9-1.05, "Stop Notices," of the Standard Specifications is amended to read:

### **9-1.05 STOP NOTICE WITHHOLDS**

- The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

Section 9, "Measurement and Payment," of the Standard Specifications is amended by adding the following sections:

### **9-1.053 PERFORMANCE FAILURE WITHHOLDS**

• During each estimate period you fail to comply with a contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, and water pollution control submittals.

• For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

• For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

• The Department returns performance-failure withholds in the progress payment following the correction of noncompliance.

### **9-1.055 PENALTY WITHHOLDS**

• Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.

- If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the Department will not withhold the penalty amount.
- If the penalty is resolved for less than the amount withheld, the Department pays interest at a rate of 6 percent per year on the excess withhold. If the penalty is not resolved, the withhold becomes a deduction.
- Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

**9-1.057 PROGRESS WITHHOLDS FOR FEDERAL-AID CONTRACTS**

- Section 9-1.057, "Progress Withholds for Federal-Aid Contracts," applies to a Federal-aid contract.
- The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:
  1. Total days to date exceed 75 percent of the revised contract working days
  2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent
- The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised contract working days and converting the quotient to a percentage.
- The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.
- When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

The 3rd paragraph of Section 9-1.06, "Partial Payments," of the Standard Specifications is amended to read:

- For a non-Federal-aid project, the Department retains 10 percent of the estimated value of the work done and 10 percent of the value of materials estimated to have been furnished and delivered and unused or furnished and stored as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount retained from payment pursuant to the requirements of this Section 9-1.06, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event is that amount reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction is made only upon the request of the Contractor and must be approved in writing by the surety on the performance bond and by the surety on the payment bond. The approval of the surety must be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety must be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department. The retentions specified in this paragraph are those defined in Pub Cont Code § 7107(b).

The 1st sentence of the 4th paragraph of Section 9-1.06, "Partial Payments," of the Standard Specifications is amended to read:

- The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be deducted or withheld under the provisions of the contract.

The title and 1st and 2nd paragraphs of Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications are amended to read:

**9-1.065 RELEASE OF RETAINED FUNDS**

- The Department releases retained funds if you:

1. Request release of the retention (Pub Cont Code § 10263) in writing
2. Deposit securities equivalent to the funds you want released into escrow with the State Treasurer or with a bank acceptable to the Department
3. Are the beneficial owner of and receive interest on the deposited securities substituted for the retained funds

The 2nd sentence Section 9-1.07A, "Payment Prior to Proposed Final Estimate," of the Standard Specifications is amended to read:

- The Department pays the balance due less previous payments, deductions, withholds, and retentions under the provisions of the contract and those further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment thereon.

The 1st paragraph of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

- After acceptance by the Director, the Engineer makes a proposed final estimate of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work, and other basis for payment, and shows each deduction made or to be made for prior payments and amounts to be deducted, withheld, or retained under the provisions of the contract. Prior estimates and payments are subject to correction in the proposed final estimate. The Contractor must submit written approval of the proposed final estimate or a written statement of claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the 30th day after receiving the proposed final estimate. The Contractor's receipt of the proposed final estimate must be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims must be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

## **SECTION 12: CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Issue Date: October 6, 2006

The first sentence of the second paragraph of Section 12-1.01, "Description," of the Standard Specifications is amended to read:

- Attention is directed to Part 6 of the California MUTCD.

Section 12-2.01, "Flaggers," of the Standard Specifications is amended to read:

### **12-2.01 FLAGGERS**

- Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

The first paragraph of Section 12-3.01, "General," of the Standard Specifications is amended to read:

- In addition to the requirements in Part 6 of the California MUTCD, all devices used by the Contractor in the performance of the work shall conform to the provisions in this Section 12-3.

The second sentence of the first paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

- Construction area signs are shown in or referred to in Part 6 of the California MUTCD.

The first sentence of the fourth paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

- All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the California MUTCD and these specifications.

The first sentence of the eighth paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

- Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the California MUTCD.

## **SECTION 19: EARTHWORK**

Issue Date: January 5, 2007

The first paragraph of Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications is amended to read:

- Cementitious material used in soil cement bedding shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

The fourth paragraph of Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications is amended to read:

- The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Soil cement bedding shall contain not less than 282 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

The first paragraph of Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications is amended to read:

- Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cementitious material, and water.

The fifth paragraph of Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications is amended to read:

- Cementitious material shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

The eighth paragraph of Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications is amended to read:

- The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Slurry cement backfill shall contain not less than 188 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

## **SECTION 20: EROSION CONTROL AND HIGHWAY PLANTING**

Issue Date: August 17, 2007

Section 20-2.03, "Soil Amendment," of the Standard Specifications is amended to read:

### **20-2.03 SOIL AMENDMENT**

- Soil amendment shall comply with the requirements in the California Food and Agricultural Code.
- Soil amendment producers shall comply with the following:
  1. Be fully permitted to produce compost as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.
  2. Be a participant in United States Composting Council's Seal of Testing Assurance program.
- Soil amendment shall be composted and may be derived from any single, or mixture of any of the following feedstock materials:
  1. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products
  2. Biosolids

- 3. Manure
- 4. Mixed food waste

- Soil amendment feedstock materials shall be composted to reduce weed seeds, pathogens and deleterious materials as specified under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3.
- Soil amendment shall not be derived from mixed municipal solid waste and must be reasonably free of visible contaminants. Soil amendment must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Soil amendment must not possess objectionable odors.
- Metal concentrations in soil amendment must not exceed the maximum metal concentrations listed in Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.
- Soil amendment must comply with the following:

**Physical/Chemical Requirements**

Property	Test Method	Requirement
pH	*TMECC 04.11-A, Elastometric pH 1:5 Slurry Method, pH Units	6.0–8.0
Soluble Salts	TMECC 04.10-A, Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	0-10.0
Moisture Content	TMECC 03.09-A, Total Solids & Moisture at 70+/- 5 deg C, % Wet Weight Basis	30–60
Organic Matter Content	TMECC 05.07-A, Loss-On-Ignition Organic Matter Method (LOI), % Dry Weight Basis	30–65
Maturity	TMECC 05.05-A, Germination and Vigor Seed Emergence Seedling Vigor % Relative to Positive Control	80 or Above 80 or Above
Stability	TMECC 05.08-B, Carbon Dioxide Evolution Rate mg CO <sub>2</sub> -C/g OM per day	8 or below
Particle Size	TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	95% Passing 5/8 inch 70% Passing 3/8 inch
Pathogen	TMECC 07.01-B, Fecal Coliform Bacteria < 1000 MPN/gram dry wt.	Pass
Pathogen	TMECC 07.01-B, Salmonella < 3 MPN/4 grams dry wt.	Pass
Physical Contaminants	TMECC 02.02-C, Man Made Inert Removal and Classification: Plastic, Glass and Metal, % > 4mm fraction	Combined Total: < 1.0
Physical Contaminants	TMECC 02.02-C, Man Made Inert Removal and Classification: Sharps (Sewing needles, straight pins and hypodermic needles), % > 4mm fraction	None Detected

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

- Prior to application, the Contractor shall provide the Engineer with a copy of the soil amendment producer's Compost Technical Data Sheet and a copy of the compost producers STA certification. The Compost Technical Data Sheet shall include laboratory analytical test results, directions for product use, and a list of product ingredients.
- Prior to application, the Contractor shall provide the Engineer with a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The last 3 paragraphs of Section 20-2.10, "Seed," of the Standard Specifications are deleted.

The last paragraph of Section 20-3.04A, "General," of the Standard Specifications is deleted.

Section 20-4.055, "Pruning," of the Standard Specifications is amended to read:

**20-4.055 PRUNING**

• Pruning of plants shall be consistent with American National Standards Institute (ANSI), "Tree, Shrub and Other Woody Plant Maintenance Standard Practices," ANSI 300 (Part 1)-2001 and "Best Management Practices Tree Pruning," 2002 (ISBN 1-881956318), published by the International Society of Arboriculture, P.O. Boc 3129, Champaign, IL 61826.

**SECTION 25: AGGREGATE SUBBASES**

Issue Date: February 16, 2007

The first paragraph of Section 25-1.02A, "Class 1, Class 2, and Class 3 Aggregate Subbases," of the Standard Specifications is amended to read:

• Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:
  - 5.1. Asphalt concrete
  - 5.2. Portland cement concrete
  - 5.3. Lean concrete base
  - 5.4. Cement treated base

The first paragraph of Section 25-1.02B, "Class 4 Aggregate Subbase," of the Standard Specifications is amended to read:

• Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:
  - 5.1. Asphalt concrete
  - 5.2. Portland cement concrete
  - 5.3. Lean concrete base
  - 5.4. Cement treated base

**SECTION 26: AGGREGATE BASE**

Issue Date: February 16, 2007

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications is amended to read:

• Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

- 5.1. Asphalt concrete
- 5.2. Portland cement concrete
- 5.3. Lean concrete base
- 5.4. Cement treated base

The first paragraph of Section 26-1.02B, "Class 3 Aggregate Base," of the Standard Specifications is amended to read:

- Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

- 5.1. Asphalt concrete
- 5.2. Portland cement concrete
- 5.3. Lean concrete base
- 5.4. Cement treated base

### **SECTION 27: CEMENT TREATED BASES**

Issue Date: January 5, 2007

The first paragraph of Section 27-1.02, "Materials," of the Standard Specifications is amended to read:

- Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

The third paragraph of Section 27-1.02, "Materials," of the Standard Specifications is amended to read:

- Aggregate for use in Class A cement treated base shall be of such quality that when mixed with cement in an amount not to exceed 5 percent by weight of the dry aggregate and compacted at optimum moisture content, the compressive strength of a sample of the compacted mixture shall not be less than 750 pounds per square inch at 7 days, when tested by California Test 312.

The fourth paragraph of Section 27-1.02, "Materials," of the Standard Specifications is amended to read:

- Aggregate for use in Class B cement treated base shall have a Resistance (R-value) of not less than 60 before mixing with cement and a Resistance (R-value) of not less than 80 after mixing with cement in an amount not to exceed 2.5 percent by weight of the dry aggregate.

### **SECTION 28: LEAN CONCRETE BASE**

Issue Date: January 5, 2007

The first paragraph of Section 28-1.02, "Materials," of the Standard Specifications is amended to read:

- Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

The sixth paragraph of Section 28-1.02, "Materials," of the Standard Specifications is amended to read:

- Aggregate shall be of such quality that, when mixed with cement in an amount not to exceed 300 pounds per cubic yard, and tested in conformance with the requirements in California Test 548, the compressive strength of a sample will be not less than 700 pounds per square inch at 7 days.

## **SECTION 29: TREATED PERMEABLE BASES**

Issue Date: January 5, 2007

The second paragraph of Section 29-1.02B, "Cement Treated Permeable Base," of the Standard Specifications is amended to read:

- Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

The second paragraph of Section 29-1.04B, "Cement Treated Permeable Base," of the Standard Specifications is amended to read:

- Cement treated permeable base shall contain not less than 287 pounds of cement per cubic yard.

## **SECTION 37: BITUMINOUS SEALS**

Issue Date: August 17, 2007

The fourth through sixth paragraphs in Section 37-1.03, "Maintaining Traffic," of the Standard Specifications are amended to read:

- On 2-lane two-way roadways, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to both sides of the traveled way where screenings are being spread on a traffic lane. The first W8-7 sign in each direction shall be placed where traffic first encounters loose screenings, regardless of which lane the screenings are being spread on. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way and at public roads or streets entering the seal coat area as directed by the Engineer.

- On multilane roadways (freeways, expressways and multilane conventional highways) where screenings are being spread on a traffic lane, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to the outside edge of the traveled way nearest to the lane being worked on. The first W8-7 sign shall be placed where the screenings begin with respect to the direction of travel on that lane. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along the edge of traveled way and at on-ramps, public roads or streets entering the seal coat area as directed by the Engineer.

- The W8-7 and W13-1 signs shall be maintained in place at each location until final brooming of the seal coat surface at that location is completed. The W8-7 and W13-1 signs shall conform to the provisions for construction area signs in Section 12, "Construction Area Traffic Control Devices." The signs may be set on temporary portable supports with the W13-1 below the W8-7 or on barricades with the W13-1 sign alternating with the W8-7 sign.

The second paragraph in Section 37-1.09, "Payment," of the Standard Specifications is amended to read:

- The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying seal coat, complete in place, including furnishing, placing, maintaining, and removing W8-7 and W13-1 signs, when required, and temporary supports or barricades for the signs, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

## **SECTION 40: PORTLAND CEMENT CONCRETE PAVEMENT**

Issue Date: January 5, 2007

Section 40-1.015, "Cement Content," is deleted.

Section 40-1.05, "Proportioning," of the Standard Specifications is amended to read:

- Aggregate and cementitious material proportioning shall conform to the provisions in Section 90-5, "Proportioning."

The first paragraph in Section 40-1.105, "Exit Ramp Termini," of the Standard Specifications is amended to read:

- Concrete pavement shall be constructed at the ends of exit ramps when required by the plans or the special provisions. Texturing for exit ramp termini shall be by means of heavy brooming in a direction normal to ramp centerline. The hardened surface shall have a coefficient of friction not less than 0.35 as determined by California Test 342. Minimum cementitious material content of concrete in pavement for exit ramp termini shall be 590 pounds per cubic yard.

The first paragraph in Section 40-1.14, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per cubic yard for concrete pavement shall include full compensation for furnishing all labor, materials (including cementitious material in the amount specified), tools, equipment, and incidentals, and for doing all the work involved in constructing the portland cement concrete pavement, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

#### **SECTION 41: PAVEMENT SUBSEALING AND JACKING**

Issue Date: January 5, 2007

The second paragraph of Section 41-1.02, "Materials," of the Standard Specifications is amended to read:

- Cement for grout shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

The third paragraph of Section 41-1.02, "Materials," of the Standard Specifications is amended to read:

- Fly ash shall conform to the requirements in AASHTO Designation: M 295 for either Class C or for Class F. The brand of fly ash used in the work shall conform to the provisions for approval of admixture brands in Section 90-4.03, "Admixture Approval."

The fifth paragraph of Section 41-1.02, "Materials," of the Standard Specifications is amended to read:

- Chemical admixtures and calcium chloride may be used. Chemical admixtures in the grout mix shall conform to the provisions in Section 90-4, "Admixtures." Calcium chloride shall conform to ASTM Designation: D 98.

#### **SECTION 49: PILING**

Issue Date: January 5, 2007

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

- Indicator compression pile load testing shall conform to the requirements in ASTM Designation: D 1143-81.

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

- Indicator tension pile load testing shall conform to the requirements in ASTM Designation: D 3689-90.

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

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

#### **SECTION 50: PRESTRESSING CONCRETE**

Issue Date: April 4, 2008

The 2nd paragraph in Section 50-1.07, "Ducts," of the Standard Specifications is amended to read:

- Ducts shall be fabricated with either welded or interlocked seams. Galvanizing of the welded seam will not be required. Ducts shall have sufficient strength to maintain their correct alignment during placing of concrete. Joints between sections of duct shall be positive metallic connections which do not result in angle changes at the joints. Waterproof tape shall be used at the connections. Ducts shall be bent without crimping or flattening. Transition couplings connecting the ducts to anchoring devices shall be either ferrous metal or polyolefin. Ferrous metal transition couplings need not be galvanized.

The 3rd paragraph in Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended by deleting item A.

The seventh paragraph in Section 50-1.07, "Ducts," of the Standard Specifications is amended to read:

- All ducts with a total length of 400 feet or more shall be vented. Vents shall be placed at intervals of not more than 400 feet and shall be located within 6 feet of every high point in the duct profile. Vents shall be 1/2 inch minimum diameter standard pipe or suitable plastic pipe. Connections to ducts shall be made with metallic or plastic structural fasteners. Plastic components, if selected, shall not react with the concrete or enhance corrosion of the prestressing steel and shall be free of water soluble chlorides. The vents shall be mortar tight, taped as necessary, and shall provide means for injection of grout through the vents and for sealing the vents. Ends of vents shall be removed one inch below the roadway surface after grouting has been completed.

Item B of the eleventh paragraph in Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

B. When the concrete is designated by class or cementitious material content, either the concrete compressive strength shall have reached the strength shown on the plans at the time of stressing or at least 28 days shall have elapsed since the last concrete to be prestressed has been placed, whichever occurs first.

The second and third paragraphs in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications are amended to read:

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

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

- No separate payment will be made for pretensioning precast concrete members. Payment for pretensioning precast concrete members shall be considered as included in the contract price paid for furnish precast members as provided for in Section 51, "Concrete Structures."

## **SECTION 51: CONCRETE STRUCTURES**

Issue Date: October 5, 2007

The first sentence of the eleventh paragraph of Section 51-1.05, "Forms," of the Standard Specifications is amended to read:

- Form panels for exposed surfaces shall be furnished and placed in uniform widths of not less than 3 feet and in uniform lengths of not less than 6 feet, except at the end of continuously formed surfaces where the final panel length required is less than 6 feet.

The first sentence of the eleventh paragraph of Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended to read:

- Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 14 feet or less shall not be released until the last placed concrete has attained a compressive strength of 1,600 psi, provided that curing of the concrete is not interrupted.

The fourth paragraph in Section 51-1.12D, "Sheet Packing, Preformed Pads, and Board Fillers," of the Standard Specifications is amended to read:

- Expanded polystyrene shall be a commercially available polystyrene board. Expanded polystyrene shall have a minimum flexural strength of 35 psi determined in conformance with the requirements in ASTM Designation: C 203 and a compressive yield strength of between 16 and 40 psi at 5 percent compression. Surfaces of expanded polystyrene against which concrete is placed shall be faced with hardboard. Hardboard shall be 1/8 inch minimum thickness, conforming to ANSI A135.4, any class. Other facing materials may be used provided they furnish equivalent protection. Boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.

The 3rd paragraph of Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended to read:

- Type A and AL joint seals shall consist of a groove in the concrete that is filled with field-mixed silicone sealant.

The table in the 6th paragraph of Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended to read:

Movement Rating (MR)	Seal Type
MR ≤ 1 inch	Type A or Type B
1 inch < MR ≤ 2 inches	Type B
2 inches < MR ≤ 4 inches	Joint Seal Assembly (Strip Seal)
MR > 4 inches	Joint Seal Assembly (Modular Unit) or Seismic Joint

The 1st paragraph of Section 51-1.12F(3)(a), "Type A and AL Seal, " of the Standard Specifications is amended to read:

- The sealant must consist of a 2-component silicone sealant that will withstand up to ±50 percent movement.

The 2nd paragraph of Section 51-1.12F(3)(a), "Type A and AL Seal," of the Standard Specifications is amended to read:

- Silicone sealants must be tested under California Test 435 and must comply with the following:

Specification	Requirement
Modulus at 150 percent elongation	8–75 psi
Recovery	21/32 inch max.
Notch Test	Notched or loss of bond 1/4 inch, max.
Water Resistance	Notched or loss of bond 1/4 inch, max.
Ultraviolet Exposure ASTM Designation: G 154, Table X2.1, Cycle 2.	No more than slight checking or cracking.
Cone Penetration	4.5-12.0 mm

The 3rd paragraph of Section 51-1.12F(3)(a), "Type A and AL Seal," of the Standard Specifications is deleted.

The 8th paragraph of Section 51-1.12F(3)(a), "Type A and AL Seal," of the Standard Specifications is deleted.

The 10th paragraph of Section 51-1.12F(3)(a), "Type A and AL Seal," of the Standard Specifications is amended to read:

- A Certificate of Compliance accompanied by a certified test report must be furnished for each batch of silicone sealant in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

The 2nd paragraph of Section 51-1.12F(3)(b), "Type B Seal," of the Standard Specifications is amended to read:

- The preformed elastomeric joint seal must conform to the requirements in ASTM D 2628 and the following:
  - The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.
  - The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.

3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.
4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 60-foot length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.
9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 3 inches with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

The 7th paragraph of Section 51-1.12F(3)(b), "Type B Seal," of the Standard Specifications is amended to read:

- The joint seal must be installed full length for each joint with equipment that does not twist or distort the seal, elongate the seal longitudinally, or otherwise cause damage to the seal or to the concrete forming the groove.

The first sentence of the eleventh paragraph of Section 51-1.12F(3)(b), "Type B Seal," of the Standard Specifications is amended to read:

- Samples of the prefabricated joint seals, not less than 3 feet in length, will be taken by the Engineer from each lot of material.

The fourth and fifth sentences of the sixth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications are amended to read:

- Each ply of fabric shall have a breaking strength of not less than 800 pounds per inch of width in each thread direction when 3" x 36" samples are tested on split drum grips. The bond between double plies shall have a minimum peel strength of 20 pounds per inch.

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

Hardness (Type A)	D 2240 with 2kg mass.	55 ±5
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The first sentence of subparagraph A of the first paragraph of Section 51-1.12H(2), "Steel Reinforced Elastomeric Bearings," of the Standard Specifications is amended to read:

- The bearings shall consist of alternating steel laminates and internal elastomer laminates with top and bottom elastomer covers. Steel laminates shall have a nominal thickness of 0.075 inch (14 gage).

The first paragraph in Section 51-1.135, "Mortar," of the Standard Specifications is amended to read:

- Mortar shall be composed of cementitious material, sand, and water proportioned and mixed as specified in this Section 51-1.135.

The third paragraph in Section 51-1.135, "Mortar," of the Standard Specifications is amended to read:

- The proportion of cementitious material to sand, measured by volume, shall be one to 2 unless otherwise specified.

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

- The surfaces shall have a profile trace showing no high points in excess of 0.25 inch, and the portions of the surfaces within the traveled way shall have a profile count of 5 or less in any 100-foot section.

Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended by adding the following subsection:

#### **51-1.17A DECK CRACK TREATMENT**

- The Contractor shall use all means necessary to minimize the development of shrinkage cracks.
- The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 500 square foot portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 16 feet of cracks whose width at any location exceeds 0.02 inch, the deck shall be treated with methacrylate resin. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 5 feet beyond the furthest single continuous crack outside the 500 square foot portion, measured from where that crack exceeds 0.02 inch in width, as determined by the Engineer.
- Deck crack treatment shall include furnishing, testing, and application of methacrylate resin and sand. If grinding is required, deck treatment shall take place before grinding.

#### **51-1.17A(1) Submittals**

- Before starting deck treatment, the Contractor shall submit plans in conformance with Section 5-1.02, "Plans and Working Drawings," for the following:

1. Public safety plan for the use of methacrylate resin
2. Placement plan for the construction operation

- The plans shall identify materials, equipment, and methods to be used.
- The public safety plan for the use of methacrylate resin shall include details for the following:

1. Shipping
2. Storage
3. Handling
4. Disposal of residual methacrylate resin and the containers

- The placement plan for construction shall include the following:

1. Schedule of deck treatment for each bridge. The schedule shall be consistent with "Maintaining Traffic" of the special provisions and shall include time for the Engineer to perform California Test 342.
2. Methods and materials to be used, including the following:

- 2.1. Description of equipment for applying the resin
- 2.2. Description of equipment for applying the sand
- 2.3. Gel time range and final cure time for the resin

- If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of methacrylate resin, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

- In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

#### **51-1.17A(2) Materials**

- Before using methacrylate resin, a Material Safety Data Sheet shall be submitted for each shipment of resin.
- Methacrylate resin shall be low odor and have a high molecular weight. Before adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

PROPERTY	REQUIREMENT	TEST METHOD
* Viscosity	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
* Specific Gravity	0.90 minimum, at 77°F	ASTM D 1475
* Flash Point	180°F, minimum	ASTM D 3278
* Vapor Pressure	1.0 mm Hg, maximum, at 77°F	ASTM D 323
Tack-free Time	400 minutes, maximum at 25°C	Specimen prepared per California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21±1°C	California Test 551
* Test shall be performed before adding initiator.		

**51-1.17A(3) Testing**

- The Contractor shall allow 20 days for sampling and testing by the Engineer of the methacrylate resin before proposed use. If bulk resin is to be used, the Contractor shall notify the Engineer in writing at least 15 days before the delivery of the bulk resin to the job site. Bulk resin is any resin stored in containers in excess of 55 gallons.
- Before starting production treatment, the Contractor shall treat a test area of approximately 500 square feet that is within the project limits and at a location approved by the Engineer. When available the test area shall be outside of the traveled way. Weather and pavement conditions during the test treatment shall be similar to those expected on the deck. Equipment used for testing shall be similar to those used for deck treating operations.
- During test and production deck treatment, test tiles shall be used to evaluate the resin cure time. The Contractor shall coat at least one 4" x 4" commercial quality smooth glazed tile for each batch of methacrylate resin. The coated tile shall be placed adjacent to the corresponding treated area. Sand shall not be applied to the test tiles.
- The acceptance criteria for a treated area is as follows:
  1. The test tiles are dry to the touch.
  2. The treated deck surface is tack free (non-oily).
  3. The sand cover adheres and resists brushing by hand.
  4. Excess sand has been removed by vacuuming or sweeping.
  5. The coefficient of friction is at least 0.35 when tested in conformance with California Test 342.
- Deck treatment on the test area shall demonstrate that the methods and materials meet the acceptance criteria and that the production work will be completed within the specified time for maintaining traffic.
- If a test or production area fails to meet the acceptance criteria, as determined by the Engineer, the treatment will be rejected, and the treatment shall be removed and replaced until the area complies with the acceptance criteria.

**51-1.17A(4) Construction**

- Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.
- Before deck treatment with methacrylate resin, the bridge deck surface shall be cleaned by abrasive blasting, and all loose material shall be blown from visible cracks using high-pressure air. Concrete curing seals shall be cleaned from the deck surface to be treated, and the deck shall be dry when blast cleaning is performed. If the deck surface becomes contaminated at any time before placing the resin, the deck surface shall be cleaned by abrasive blasting.
- Where abrasive blasting is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.
- A compatible promoter/initiator system shall be capable of providing the resin gel time range shown on the placement plan. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application.

- Resin shall be applied by machine and by using a two-part resin system with a promoted resin for one part and an initiated resin for the other part. This two-part resin system shall be combined at equal volumes to the spray bars through separate positive displacement pumps. Combining of the 2 components shall be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bars shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus.
- At the Contractor's option, manual application may be used. For manual application, (1) the quantity of resin mixed with promoter and initiator shall be limited to 5 gallons at a time, and (2) the resin shall be distributed by squeegees and brooms within 10 minutes after application.
- The Contractor shall apply methacrylate resin only to the specified area. Barriers, railing, joints, and drainage facilities shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense.
- The relative humidity shall be less than 90 percent at the time of treatment. The prepared area shall be dry and the surface temperature shall be at least 50°F and not more than 100°F when the resin is applied. The rate of application of promoted/initiated resin shall be approximately 90 square feet per gallon; the exact rate shall be determined by the Engineer.
- The deck surfaces to be treated shall be completely covered with resin so the resin penetrates and fills all cracks. The resin shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application. For textured deck surfaces, including grooved surfaces, excess material shall be removed from the texture indentations.
- After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. At least 95 percent of the sand shall pass the No. 8 sieve and at least 95 percent shall be retained on the No. 20 sieve. The sand shall be applied at a rate of approximately 2 pounds per square yard or until refusal as determined by the Engineer.
- Traffic will not be allowed on treated areas until the acceptance criteria has been met as determined by the Engineer.

The second paragraph in Section 51-1.18C, "Class 2 Surface Finish (Gun Finish)," of the Standard Specifications is amended to read:

- When Class 2 surface finish (gun finish) is specified, ordinary surface finish shall first be completed. The concrete surfaces shall then be abrasive blasted to a rough texture and thoroughly washed down with water. While the washed surfaces are damp, but not wet, a finish coating of machine applied mortar, approximately 1/4 inch thick, shall be applied in not less than 2 passes. The coating shall be pneumatically applied and shall consist of either (1) sand, cementitious material, and water mechanically mixed prior to its introduction to the nozzle, or (2) premixed sand and cementitious material to which water is added prior to its expulsion from the nozzle. The use of admixtures shall be subject to the approval of the Engineer as provided in Section 90, "Portland Cement Concrete." Unless otherwise specified, supplementary cementitious materials will not be required. The proportion of cementitious material to sand shall be not less than one to 4, unless otherwise directed by the Engineer. Sand shall be of a grading suitable for the purpose intended. The machines shall be operated and the coating shall be applied in conformance with standard practice. The coating shall be firmly bonded to the concrete surfaces on which it is applied.

The fifth paragraph in Section 51-1.18C, "Class 2 Surface Finish (Gun Finish)," of the Standard Specifications is amended to read:

- When surfaces to be finished are in pedestrian undercrossings, the sand shall be silica sand and the cementitious material shall be standard white portland cement.

Section 51-1.23, "Payment," of the Standard Specifications is amended by adding the following:

- Full compensation for deck crack treatment, including execution of the public safety plan, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge, and no additional compensation will be allowed therefor.

## **SECTION 52: REINFORCEMENT**

Issue Date: December 7, 2007

The table in the eleventh paragraph of Section 52-1.07, "Placing," of the Standard Specifications is amended to read:

Height Zone (H) (Feet above ground)	Wind Pressure Value (psf)
H ≤ 30	20
30 < H ≤ 50	25
50 < H ≤ 100	30
H > 100	35

The table in the second paragraph of Section 52-1.08B(1), "Mechanical Splices," of the Standard Specifications is amended to read:

Reinforcing Bar Number	Total Slip
4	0.010-inch
5	0.010-inch
6	0.010-inch
7	0.014-inch
8	0.014-inch
9	0.014-inch
10	0.018-inch
11	0.018-inch
14	0.024-inch
18	0.030-inch

The subparagraph under the sixth paragraph of Section 52-1.08B(2), "Butt Welded Splices," of the Standard Specifications is amended to read:

- The minimum preheat and interpass temperatures shall be 400° F for Grade 40 bars and 600° F for Grade 60 bars. Immediately after completing the welding, at least 6 inches of the bar on each side of the splice shall be covered by an insulated wrapping to control the rate of cooling. The insulated wrapping shall remain in place until the bar has cooled below 200° F.

Item A of the 3rd paragraph of Section 52-1.08C, "Service Splice and Ultimate Butt Splice Testing Requirements," of the Standard Specifications is amended to read:

- A. Proper facilities, including a calibrated tensile testing machine capable of breaking the largest size of reinforcing bar to be tested.

The 5th paragraph of Section 52-1.08C, "Service Splice and Ultimate Butt Splice Testing Requirements," of the Standard Specifications is amended to read:

- Prequalification and production sample splices and testing shall conform to California Test 670 and these specifications.

The 6th paragraph of Section 52-1.08C, "Service Splice and Ultimate Butt Splice Testing Requirements," of the Standard Specifications is deleted.

The 5th paragraph of Section 52-1.08C(2)(a), "Production Test Requirements for Service Splices," of the Standard Specifications is amended to read:

- If 3 or more sample splices from a production test conform to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable.

The 2nd paragraph of Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," of the Standard Specifications is amended to read:

- A minimum of 1 control bar shall be removed from the same bar as, and adjacent to, all ultimate prequalification, production, and quality assurance sample splices. The lengths of control bars shall conform to the lengths specified for sample splices in California Test 670. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

The 2nd sentence of the 6th paragraph of Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," of the Standard Specifications is amended to read:

- In addition, necking of the bar, as defined in California Test 670, shall occur at rupture regardless of whether the bar breaks inside or outside the affected zone.

### **SECTION 53: SHOTCRETE**

Issue Date: November 2, 2007

The third paragraph in Section 53-1.01, "Description," of the Standard Specifications is amended to read:

- The dry-mix process shall consist of delivering dry mixed aggregate and cementitious material pneumatically or mechanically to the nozzle body and adding water and mixing the materials in the nozzle body. The wet-mix process shall consist of delivering mixed aggregate, cement, and water pneumatically to the nozzle and adding any admixture at the nozzle.

The first through fourth paragraphs in Section 53-1.02, "Materials," of the Standard Specifications is amended to read:

- Cementitious material, fine aggregate, and mixing water shall conform to the provisions in Section 90, "Portland Cement Concrete."
- Shotcrete to be mixed and applied by the dry-mix process shall consist of one part cementitious material to not more than 4.5 parts fine aggregate, thoroughly mixed in a dry state before being charged into the machine. Measurement may be either by volume or by weight. The fine aggregate shall contain not more than 6 percent moisture by weight.
- Shotcrete to be mixed and applied by the wet-mix process shall consist of cementitious material, fine aggregate, and water and shall contain not less than 632 pounds of cementitious material per cubic yard. A maximum of 30 percent pea gravel may be substituted for fine aggregate. The maximum size of pea gravel shall be such that 100 percent passes the 1/2 inch screen and at least 90 percent passes the 3/8 inch screen.
- Admixtures may be added to shotcrete and shall conform to the provisions in Section 90-4, "Admixtures."

Item C of the third paragraph in Section 53-1.04, "Placing Shotcrete," of the Standard Specifications is amended to read:

- C. Aggregate and cementitious material that have been mixed for more than 45 minutes shall not be used unless otherwise permitted by the Engineer.

Section 53-1.07, "Measurement," of the Standard Specifications is amended to read:

- Quantities of shotcrete will be measured by the cubic yard computed from measurements, along the slope, of actual areas placed and the theoretical thickness shown on the plans. The Department does not pay for shotcrete placed outside the dimensions shown on the plans or to fill low foundation.

Section 53-1.08, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per cubic yard for shotcrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing shotcrete, including preparing the foundation, wire reinforcement, structure backfill, joint filling material, and if required by the plans, drains with sacked pervious backfill material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

## SECTION 55: STEEL STRUCTURES

Issue Date: January 5, 2007

The CVN impact value for Grade HPS 50W in the table in the fifth paragraph of Section 55-2.01, "Description," of the Standard Specifications is amended to read:

Grade HPS 50W* (4 inches and under in thickness)	20 at 10° F
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The first paragraph in Section 55-3.05, "Flatness of Faying and Bearing Surfaces," of the Standard Specifications is amended to read:

- Surfaces of bearing and base plates and other metal surfaces that are to come in contact with each other or with ground concrete surfaces or with asbestos sheet packing shall be flat to within 1/32-inch tolerance in 12 inches and to within 1/16-inch tolerance overall. Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with preformed fabric pads, elastomeric bearing pads, or mortar shall be flat to within 1/8-inch tolerance in 12 inches and to within 3/16-inch tolerance overall.

Item B of the first paragraph of Section 55-3.10, "Fastener Threads," of the Standard Specifications is amended to read:

- B. Internal threads shall conform to the requirements in ASTM Designation: A 563.

The third paragraph in Section 55-3.19, "Bearings and Anchorages," of the Standard Specifications is amended to read:

- Immediately before setting bearing assemblies or masonry plates directly on ground concrete surfaces, the Contractor shall thoroughly clean the surfaces of the concrete and the metal to be in contact and shall apply a coating of nonsag polysulfide or polyurethane caulking conforming to the requirements in ASTM Designation: C 920 to contact areas to provide full bedding.

The fifth paragraph in Section 55-3.19, "Bearings and Anchorages," of the Standard Specifications is amended to read:

- Mortar to be placed below masonry plates or bearing plates of the bearing assemblies and in anchor bolt sleeves or canisters shall conform to the provisions in Section 51-1.135, "Mortar," except that the proportion of cementitious material to sand shall be 1:3.

Item D of the first paragraph of Section 55-4.01, "Measurement," of the Standard Specifications is amended to read:

- D. To determine the pay quantities of galvanized metal, the weight to be added to the calculated weight of the base metal for the galvanizing will be determined from the table of weights of zinc coatings specified in ASTM Designation: A 153/A 153M.

## SECTION 56: SIGNS

Issue Date: March 16, 2007

The fifth paragraph in Section 56-1.03, "Fabrication," of the Standard Specifications is amended to read:

- Clips, eyes, or removable brackets shall be affixed to all signs and all posts and shall be used to secure the sign during shipping and for lifting and moving during erection as necessary to prevent damage to the finished galvanized or painted surfaces. Brackets on tubular sign structures shall be removed after erection. Details of the devices shall be shown on the working drawings.

The fourth paragraph of Section 56-1.10, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per pound for install sign structure of the type or types designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing sign structures, complete in place, including installing anchor bolt assemblies, removable sign panel frames, and sign panels and performing any welding, painting or galvanizing required during installation, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The fourth paragraph in Section 56-2.03, "Construction," of the Standard Specifications is amended to read:

- Backfill material for metal posts shall consist of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 463 pounds of cementitious material per cubic yard.

#### **SECTION 59: PAINTING**

Issue Date: May 1, 2006

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

- Contact surfaces of stiffeners, railings, built up members or open seam exceeding 6 mils in width that would retain moisture, shall be caulked with polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O, or other approved material.

The 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 in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

#### **SECTION 64: PLASTIC PIPE**

Issue Date: January 5, 2007

The first paragraph of Section 64-1.06, "Concrete Backfill," of the Standard Specifications is amended to read:

- At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

#### **SECTION 65: REINFORCED CONCRETE PIPE**

Issue Date: January 5, 2007

The first paragraph of Section 65-1.02, "Materials," of the Standard Specifications is amended to read:

- Cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials" except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplemental cementitious material shall conform to AASHTO Designation: M 170.

Subparagraph "c" of the eleventh paragraph of Section 65-1.02A(1) "Circular Reinforced Concrete Pipe (Designated or Selected by Class)," of the Standard Specifications is amended to read:

- c. Cementitious material and aggregate for non-reinforced concrete pipe shall conform to the provisions in Section 65-1.02, "Materials."

The first paragraph of Section 65-1.035, "Concrete Backfill," of the Standard Specifications is amended to read:

- At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete in conformance with the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item.

The first subparagraph of the second paragraph of Section 65-1.06, "Joints," of the Standard Specifications is amended to read:

Cement Mortar.- Mortar shall be composed of one part cementitious material and 2 parts sand by volume. Supplementary cementitious material will not be required.

### **SECTION 66: CORRUGATED METAL PIPE**

Issue Date: January 5, 2007

The first paragraph of Section 66-1.045, "Concrete Backfill," of the Standard Specifications is amended to read:

- At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

### **SECTION 68: SUBSURFACE DRAINS**

Issue Date: January 5, 2007

The first and second paragraphs of Section 68-3.02D, "Miscellaneous," of the Standard Specifications are amended to read:

- Concrete for splash pads shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.
- Mortar placed where edge drain outlets and vents connect to drainage pipe and existing drainage inlets shall conform to the provisions in Section 51-1.135, "Mortar."

### **SECTION 70: MISCELLANEOUS FACILITIES**

Issue Date: January 5, 2007

The second paragraph of Section 70-1.02C, "Flared End Sections," of the Standard Specifications is amended to read:

- Precast concrete flared end sections shall conform to the requirements for Class III Reinforced Concrete Pipe in AASHTO Designation: M 170M. Cementitious materials and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170. The area of steel reinforcement per meter of flared end section shall be at least equal to the minimum steel requirements for circular reinforcement in circular pipe for the internal diameter of the circular portion of the flared end section. The basis of acceptance of the precast concrete flared end section shall conform to the requirements of Section 5.1.2 of AASHTO Designation: M 170.

The first paragraph of Section 70-1.02H, "Precast Concrete Structures," of the Standard Specifications is amended to read:

- Precast concrete pipe risers and pipe reducers, and precast concrete pipe sections, adjustment rings and tapered sections for pipe energy dissipators, pipe inlets and pipe manholes shall conform to the requirements in AASHTO Designation: M 199M/M 199, except that the cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170.

The second paragraph of Section 70-1.03, "Installation," of the Standard Specifications is amended to read:

- Cutoff walls for precast concrete flared end sections shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

### **SECTION 73: CONCRETE CURBS AND SIDEWALKS**

Issue Date: January 5, 2007

The second subparagraph of the second paragraph of Section 73-1.01, "Description," of the Standard Specifications is amended to read:

2. Minor concrete shall contain not less than 463 pounds of cementitious material per cubic yard except that when extruded or slip-formed curbs are constructed using 3/8-inch maximum size aggregate, minor concrete shall contain not less than 548 pounds of cementitious material per cubic yard.

### **SECTION 75: MISCELLANEOUS METAL**

Issue Date: January 18, 2008

The 13th paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Concrete anchorage devices shall be mechanical expansion or resin capsule types installed in drilled holes or cast-in-place insert types. The anchorage devices shall be selected from the Department's Pre-Qualified Products List at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list](http://www.dot.ca.gov/hq/esc/approved_products_list)

- The anchorage devices shall be a complete system, including threaded studs, hex nuts, and cut washers. Thread dimensions for externally threaded concrete anchorage devices prior to zinc coating, shall conform to the requirements in ANSI Standard: B1.1 having Class 2A tolerances or ANSI Standard: B1.13M having Grade 6g tolerances. Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM A 563.

The 18th paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Mechanical expansion anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.035 inch:

Stud Diameter (inches)	Sustained Tension Test Load (pounds)
*3/4	5,000
5/8	4,100
1/2	3,200
3/8	2,100
1/4	1,000

\* Maximum stud diameter permitted for mechanical expansion anchors.

- Resin capsule anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.010 inch:

Stud Diameter (inches)	Sustained Tension Test Load (pounds)
1-1/4	31,000
1	17,900
7/8	14,400
3/4	5,000
5/8	4,100
1/2	3,200
3/8	2,100
1/4	1,000

- At least 25 days before use, the Contractor shall submit one sample of each resin capsule anchor per lot to the Transportation Laboratory for testing. A lot of resin capsule anchors is 100 units, or fraction thereof, of the same brand and product name.

The 20th paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- The Pre-Qualified Products List for concrete anchorage devices has been developed from data previously furnished by suppliers or manufacturers for each type and size. Approval of additional anchorage device types and sizes is contingent upon the Contractor submitting to the Engineer one sample of each type of concrete anchorage device, manufacturer's installation instructions, and certified results of tests, either by a private testing laboratory or the manufacturer, indicating compliance with the above requirements.

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

- Sealing compound, for caulking and adhesive sealing, shall be a polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O.

Item C of the fourth paragraph of Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications is amended to read:

C. Nuts shall conform to the requirements in ASTM Designation: A 563 including Appendix X1, except lubrication is not required.

The 1st sentence of the 3rd paragraph of Section 75-1.035, "Bridge Joint Restrainer Units." of the Standard Specifications is amended to read:

Cables shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

The twelfth paragraph in Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications is amended to read:

- Concrete for filling cable drum units shall conform to the provisions in Section 90-10, "Minor Concrete," or at the option of the Contractor, may be a mix with 3/8-inch maximum size aggregate and not less than 675 pounds of cementitious material per cubic yard.

The sixth paragraph of Section 75-1.05, "Galvanizing," of the Standard Specifications is amended to read:

- Galvanizing of iron and steel hardware and nuts and bolts, when specified or shown on the plans, shall conform to the requirements in ASTM Designation: A 153/A 153M, except whenever threaded studs, bolts, nuts, and washers are specified to conform to the requirements in ASTM Designation: A 307, A 325, A 449, A 563, or F 436 and zinc coating is required, they shall be hot-dip zinc coated or mechanically zinc coated in conformance with the requirements in the ASTM Designations. Unless otherwise specified, galvanizing shall be performed after fabrication.

The eighth paragraph of Section 75-1.05, "Galvanizing," of the Standard Specifications is amended to read:

- Tapping of nuts or other internally threaded parts to be used with zinc coated bolts, anchor bars or studs shall be done after galvanizing and shall conform to the requirements for thread dimensions and overtapping allowances in ASTM Designation: A 563.

## **SECTION 80: FENCES**

Issue Date: January 5, 2007

The fourth paragraph of Section 80-3.01F, "Miscellaneous," of the Standard Specifications is amended to read:

- Portland cement concrete for metal post and brace footings and for deadmen shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

The fourth paragraph of Section 80-4.01C, "Miscellaneous," of the Standard Specifications is amended to read:

- Portland cement concrete for metal post and for deadmen shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

## **SECTION 83: RAILINGS AND BARRIERS**

Issue Date: August 17, 2007

The seventh paragraph in Section 83-1.02, "Materials and Construction," of the Standard Specifications is amended to read:

- Mortar shall conform to the provisions in Section 51-1.135, "Mortar," and shall consist of one part by volume of cementitious material and 3 parts of clean sand.

The 1st sentence of the 8th subparagraph of the 24th paragraph of Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

Anchor cable shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

Item b of the first paragraph in Section 83-2.02D(2), "Materials," of the Standard Specifications is amended to read:

- If the 3/8-inch maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 675 pounds per cubic yard.

The third paragraph in Section 83-2.02D(2), "Materials," of the Standard Specifications is amended to read:

- The concrete paving between the tops of the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) and the optional concrete slab at the base between the 2 walls of concrete barrier (Types 50E, 60E, 60GE, and 60SE) shall be constructed of minor concrete conforming to the provisions of Section 90-10, "Minor Concrete," except that the minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

The 2nd sentence of the 6th paragraph of Section 83-1.02E, "Cable Railing," of the Standard Specifications is amended to read:

Cable shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

The 5th paragraph of Section 83-1.02I, "Chain Link Railing," of the Standard Specifications is amended to read:

Where shown on the plans, cables used in the frame shall be 5/16 inch in diameter, wire rope, with a minimum breaking strength of 5,000 pounds and shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

The 14th paragraph of Section 83-1.02I, "Chain Link Railing," of the Standard Specifications is amended to read:

Chain link fabric shall be either 11-gage Type I zinc-coated fabric conforming to the requirements in AASHTO M 181 or 11-gage Type IV polyvinyl chloride (PVC) coated fabric conforming to the requirements in Federal Specification RR-F-191/1.

## **SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS**

Issue Date: January 5, 2007

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

- After each post, standard, and pedestal on structures is in proper position, mortar shall be placed under the base plate as shown on the plans. The exposed portions shall be formed to present a neat appearance. Mortar shall conform to Section 51-1.135, "Mortar," except the mortar shall consist of one part by volume of cementitious material and 3 parts of clean sand and shall contain only sufficient moisture to permit packing. Mortar shall be cured by keeping it damp for 3 days.

Item D of the eighteenth paragraph in Section 86-2.05C, "Installation," of the Standard Specifications is amended to read:

D. The conduit shall be placed in the bottom of the trench, and the trench shall be backfilled with minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 590 pounds of cementitious material per cubic yard. Concrete backfill shall be placed to the pavement surface except, when the trench is in asphalt concrete pavement and additional pavement is not being placed, the top 0.10 foot of the trench shall be backfilled with asphalt concrete produced from commercial quality paving asphalt and aggregates.

Item C of the twenty-third paragraph in Section 86-2.05C, "Installation," of the Standard Specifications is amended to read:

C. Precast concrete conduit cradles shall conform to the dimensions shown on the plans and shall be constructed of minor concrete and commercial quality welded wire fabric. Minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 590 pounds of cementitious material per cubic yard. The cradles shall be moist cured for not less than 3 days.

Item G of the twenty-third paragraph in Section 86-2.05C, "Installation," of the Standard Specifications is amended to read:

G. The space around conduits through bridge abutment walls shall be filled with mortar conforming to the provisions in Section 51-1.135, "Mortar," except that the proportion of cementitious material to sand shall be one to 3.

The fifth paragraph in Section 86-2.07, "Traffic Pull Boxes," of the Standard Specifications is amended to read:

- Concrete placed around and under traffic pull boxes as shown on the plans shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete."

The traffic signal controller cabinet requirement in the table in Section 86-2.08A, "Conductor Identification," of the Standard Specifications is amended to read:

Traffic Signal	Ungrounded Circuit Conductor	Blk	None	CON-1	6
Controller Cabinet	Grounded Circuit Conductor	Wht	None	CON-2	6

The first sentence of the first paragraph of Section 86-4.06, "Pedestrian Signal Faces," of the Standard Specifications is amended to read:

- Message symbols for pedestrian signal faces shall be white WALKING PERSON and Portland orange UPRAISED HAND conforming to the requirements in the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and the "California MUTCD."

The second sentence of the tenth paragraph of Section 86-4.07, "Light Emitting Diode Pedestrian Signal Face 'Upraised Hand' Module," of the Standard Specifications is amended to read:

- The color of "UPRAISED HAND" shall be Portland orange conforming to the requirements of the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and the "California MUTCD."

The first paragraph in Section 86-5.01D, "Removing or Abandoning Existing Pressure-Sensitive Detectors," of the Standard Specifications is amended to read:

- When a foundation for a pressure-sensitive vehicle detector is to be removed, the hole left by removing the detector frame and foundation shall be filled with minor concrete, except the roadway surface shall be reconstructed with material to match existing surfacing. Minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," except that the concrete shall contain not less than 420 pounds of cementitious material per cubic yard for asphalt concrete surfaced roadways and not less than 590 pounds of cementitious material per cubic yard for portland cement concrete surfaced roadways.

The first paragraph of Section 86-8.01, "Payment," of the Standard Specifications is amended to read:

- The contract lump sum price or prices paid for signal, ramp metering, flashing beacon, lighting, sign illumination, traffic monitoring station, highway advisory radio systems, closed circuit television systems, or combinations thereof; for modifying or removing those systems; for temporary systems; or the lump sum or unit prices paid for various units of those systems; or the lump sum or per foot price paid for conduit of the various sizes, types and installation methods listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing, modifying, or removing the systems, combinations or units thereof, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer, including any necessary pull boxes (except when the type required is shown as a separate contract item); excavation and backfill; concrete foundations (except when shown as a separate contract item); pedestrian barricades; furnishing and installing illuminated street name signs; installing sign panels on pedestrian barricades, on flashing beacon standards, and on traffic signal mast arms; restoring sidewalk, pavement and appurtenances damaged or destroyed during construction; salvaging existing materials; and making all required tests.

## **SECTION 90: PORTLAND CEMENT CONCRETE**

Issue Date: January 5, 2007

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.
- Class 1 concrete shall contain not less than 675 pounds of cementitious material per cubic yard.

- Class 2 concrete shall contain not less than 590 pounds of cementitious material per cubic yard.
- Class 3 concrete shall contain not less than 505 pounds of cementitious material per cubic yard.
- Class 4 concrete shall contain not less than 420 pounds of cementitious material per cubic yard.
- Minor concrete shall contain not less than 550 pounds of cementitious material per cubic yard unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic yard of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (Pounds/CY)
Concrete designated by compressive strength: Deck slabs and slab spans of bridges Roof sections of exposed top box culverts Other portions of structures	675 min., 800 max. 675 min., 800 max. 590 min., 800 max.
Concrete not designated by compressive strength: Deck slabs and slab spans of bridges Roof sections of exposed top box culverts Prestressed members Seal courses Other portions of structures	675 min. 675 min. 675 min. 675 min. 590 min.
Concrete for precast members	590 min., 925 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 3,600 pounds per square inch, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 4,000 pounds per square inch 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 3,600 pounds per square inch or less are shown for design information only and are not a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, supplementary cementitious material shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete has a cementitious material, portland cement, or supplementary cementitious material content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.25 for each pound of cementitious material, portland cement, or supplementary cementitious material that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

## 90-2 MATERIALS

### 90-2.01 CEMENTITIOUS MATERIALS

- Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and a supplementary cementitious material, or a blended cement.
- Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.
- Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.
- Facilities shall be provided to ensure that cementitious materials meeting this Section 90-2.01 are kept separate from other cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

- The Contractor shall furnish a Certificate of Compliance for cementitious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

#### **90-2.01A CEMENT**

- Portland cement shall conform to the requirements in ASTM Designation: C 150 except, using a 10-sample moving average, limestone shall not exceed 2.5 percent. The C<sub>3</sub>S content of Type II cement shall not exceed 65 percent.

- Blended cement shall conform to the requirements for Portland Blast-Furnace Slag, Cement Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240 and shall be comprised of an intimate and uniform blend of Type II or Type V cement and supplementary cementitious material in an amount conforming to the requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials."

- In addition, blended cement, Type II portland cement, and Type V portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60-percent by mass of alkalis, calculated as the percentage of Na<sub>2</sub>O plus 0.658 times the percentage of K<sub>2</sub>O, when determined by methods as required in AASHTO Designation: T 105;
- B. The autoclave expansion shall not exceed 0.50-percent; and
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010-percent and shall not contract in air more than 0.048-percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053-percent.

- Type III portland cement shall be used only as specified in the special provisions or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement, except when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075-percent.

#### **90-2.01B SUPPLEMENTARY CEMENTITIOUS MATERIALS (SCM)**

- Fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F, and the following:

- A. Calcium oxide content shall not exceed 10 percent.
- B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- C. Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:
  1. Sources of fly ash to be commingled shall be on the approved list of materials for use in concrete.
  2. Testing of the commingled product is the responsibility of the fly ash supplier.
  3. Each fly ash's running average of density shall not differ from any other by more than 0.01-pound per cubic inch at the time of commingling.
  4. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
  5. The final product of commingled fly ash shall conform to the requirement in AASHTO Designation: M 295.

- Raw or calcined natural pozzolans shall conform to the requirements in AASHTO Designation: M 295, Class N and the following requirements:

- A. Calcium oxide content shall not exceed 10 percent.
- B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.

- Ground Granulated Blast Furnace Slag (GGBFS) shall conform to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.

- Silica Fume shall conform to the requirements of AASHTO Designation: M 307, with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

#### **90-2.01C REQUIRED USE OF SUPPLEMENTARY CEMENTITIOUS MATERIALS**

- The amount of portland cement and SCM used in portland cement concrete shall conform to the minimum cementitious material content provisions in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and the following:

- A. If a blended cement conforming to the provisions in Section 90-2.01A, "Cement," is used, the minimum amount of SCM incorporated into the cement shall conform to the provisions in this Section 90-2.01C.
- B. Fly ash or natural pozzolan, silica fume, or GGBFS shall not be used with Type IP or Type IS cements.

- Use of SCMs shall conform to the following:

- A. If fly ash or natural pozzolan is used:

1. The minimum amount of portland cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
2. The minimum amount of fly ash or natural pozzolan shall be:
  - a. Fifteen percent by weight of the total amount of cementitious material if the calcium oxide content of fly ash or natural pozzolan is equal to or less than 2 percent by weight;
  - b. Twenty-five percent by weight of the total amount of cementitious material if the calcium oxide content of fly ash or natural pozzolan is greater than 2 percent by weight.
3. The total amount of fly ash or natural pozzolan shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. If Section 90-1.01, "Description," specifies a maximum cementitious material content in pounds per cubic yard, the total weight of portland cement and fly ash or natural pozzolan per cubic yard shall not exceed the specified maximum cementitious material content.

- B. If silica fume is used:

1. The amount of silica fume shall not be less than 10 percent by weight of the total amount of cementitious material.
2. The amount of portland cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
3. If Section 90-1.01, "Description," specifies a maximum cementitious material content in pounds per cubic yard, the total weight of portland cement and silica fume per cubic yard shall not exceed the specified maximum cementitious material content.

- C. If GGBFS is used:

1. The minimum amount of GGBFS shall be either:
  - a. Forty percent of the total cementitious material to be used, if the aggregates used in the concrete are on the Department's list of "Approved Aggregates For Use in Concrete with Reduced Fly Ash."
  - b. No less than 50 percent.
2. The amount of GGBFS shall not exceed 60 percent by weight of the total amount of cementitious materials to be used.

#### **90-2.02 AGGREGATES**

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.
- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index,  $D_f$ , of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.
- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."
- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."
- No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.
- When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

**90-2.02A COARSE AGGREGATE**

- Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, reclaimed aggregate, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.
- Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.
- Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

- In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:
  - A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
  - B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

**90-2.02B FINE AGGREGATE**

- Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.

- Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory <sup>a</sup>
Mortar Strengths Relative to Ottawa Sand	515	95%, min.
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

- a Fine aggregate developing a color darker than the reference standard color solution may be accepted if it is determined by the Engineer, from mortar strength tests, that a darker color is acceptable.

• In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71, minimum, and a Sand Equivalent "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- A. Fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- B. Prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

### 90-2.03 WATER

• In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

• In nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1,500 parts per million of sulfates as SO<sub>4</sub>, 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<sub>2</sub>O + 0.658 K<sub>2</sub>O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

### 90-2.04 ADMIXTURE MATERIALS

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

- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.

## 90-3 AGGREGATE GRADINGS

### 90-3.01 GENERAL

• Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed

proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

- The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

- Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
1 1/2" x 3/4"	1"	19 - 41
1" x No. 4	3/4"	52 - 85
1" x No. 4	3/8"	15 - 38
1/2" x No. 4	3/8"	40 - 78
3/8" x No. 8	3/8"	50 - 85
Fine Aggregate	No. 16	55 - 75
Fine Aggregate	No. 30	34 - 46
Fine Aggregate	No. 50	16 - 29

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

**90-3.02 COARSE AGGREGATE GRADING**

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

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	1 1/2" x 3/4"		1" x No. 4		1/2" x No. 4		3/8" x No. 8	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100	—	—	—	—	—	—
1 1/2"	88 - 100	85 - 100	100	100	—	—	—	—
1"	X ±18	X ±25	88 - 100	86 - 100	—	—	—	—
3/4"	0 - 17	0 - 20	X ±15	X ±22	100	100	—	—
1/2"	—	—	—	—	82 - 100	80 - 100	100	100
3/8"	0 - 7	0 - 9	X ±15	X ±22	X ±15	X ±22	X ±15	X ±20
No. 4	—	—	0 - 16	0 - 18	0 - 15	0 - 18	0 - 25	0 - 28
No. 8	—	—	0 - 6	0 - 7	0 - 6	0 - 7	0 - 6	0 - 7

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

- Coarse aggregate for the 1 1/2 inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

- When the one inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 1" x No. 4 primary aggregate nominal size.

**90-3.03 FINE AGGREGATE GRADING**

- Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
3/8"	100	100
No. 4	95 - 100	93 - 100
No. 8	65 - 95	61 - 99
No. 16	X ±10	X ±13
No. 30	X ±9	X ±12
No. 50	X ±6	X ±9
No. 100	2 - 12	1 - 15
No. 200	0 - 8	0 - 10

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the No. 16 sieve and the total percentage passing the No. 30 sieve shall be between 10 and 40, and the difference between the percentage passing the No. 30 and No. 50 sieves shall be between 10 and 40.
- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

#### 90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.
- The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 1 1/2 inch, maximum grading, or the 1 inch, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	1 1/2" Max.	1" Max.	1/2" Max.	3/8" Max.
2"	100	—	—	—
1 1/2"	90 - 100	100	—	—
1"	50 - 86	90 - 100	—	—
3/4"	45 - 75	55 - 100	100	—
1/2"	—	—	90 - 100	100
3/8"	38 - 55	45 - 75	55 - 86	50 - 100
No. 4	30 - 45	35 - 60	45 - 63	45 - 63
No. 8	23 - 38	27 - 45	35 - 49	35 - 49
No. 16	17 - 33	20 - 35	25 - 37	25 - 37
No. 30	10 - 22	12 - 25	15 - 25	15 - 25
No. 50	4 - 10	5 - 15	5 - 15	5 - 15
No. 100	1 - 6	1 - 8	1 - 8	1 - 8
No. 200	0 - 3	0 - 4	0 - 4	0 - 4

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

### 90-4 ADMIXTURES

#### 90-4.01 GENERAL

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.
- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined by California Test 415, shall not be used.

- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.
- If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.
- Chemical admixtures shall be used in conformance with the manufacturer's written recommendations.

#### **90-4.02 MATERIALS**

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

#### **90-4.03 ADMIXTURE APPROVAL**

- No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.
- Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.
  - If the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

#### **90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES**

- If the use of a chemical admixture is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.

#### **90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES**

- The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:
  - A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
  - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.
- Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

#### **90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES**

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

#### **90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES**

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

#### **90-4.08 BLANK**

#### **90-4.09 BLANK**

#### **90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES**

- Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within  $\pm 5$  percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

- Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.

- If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix, unless it is demonstrated that a different sequence improves performance.

- When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.

- Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.

- Liquid admixtures requiring dosages greater than one-half gallon per cubic yard shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."

#### **90-4.11 BLANK**

### **90-5 PROPORTIONING**

#### **90-5.01 STORAGE OF AGGREGATES**

- Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and the various sizes shall not become intermixed before proportioning.

- Aggregates shall be stored or stockpiled and handled in a manner that prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and

- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

- In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

### 90-5.02 PROPORTIONING DEVICES

- Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and supplementary cementitious material for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested as frequently as the Engineer may deem necessary to ensure their accuracy.

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

- Equipment for cumulative weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be  $\pm 0.5$  percent of the individual batch weight designated for each size of aggregate. Equipment for cumulative weighing of cement and supplementary cementitious material shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the cement and supplementary cementitious material. Equipment for weighing cement or supplementary cementitious material separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch weights. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated weight or volume.

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

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch weight of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch weights; and
- B. Cement shall be 99 to 102 percent of its designated batch weight. When weighed individually, supplementary cementitious material shall be 99 to 102 percent of its designated batch weight. When supplementary cementitious material and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch weight, and the total for cement and supplementary cementitious material shall be 99 to 102 percent of the sum of their designated batch weights; and
- C. Water shall be within 1.5 percent of its designated weight or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregates shall not exceed that of commercially available scales having single graduations indicating a weight not exceeding the maximum permissible weight variation above, except that no scale shall be required having a capacity of less than 1,000 pounds, with one pound graduations.

### 90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cementitious material and water as provided in these specifications. Aggregates shall be proportioned by weight.

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

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

- Bulk Type IP (MS) cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

- Bulk cement and supplementary cementitious material may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and supplementary cementitious material are weighed cumulatively, the cement shall be weighed first.

- If cement and supplementary cementitious material are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the supplementary cementitious material shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material-weighing device. The cement and the supplementary cementitious material shall be discharged into the mixer simultaneously with the aggregate.

- The scales and weigh hoppers for bulk weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material shall be separate and distinct from the aggregate weighing equipment.
- For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:
  - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
  - B. Single box and scale indicator for all aggregates.
  - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

#### **90-5.03A PROPORTIONING FOR PAVEMENT**

- Aggregates and bulk supplementary cementitious material for use in pavement shall be proportioned by weight by means of automatic proportioning devices of approved type conforming to these specifications.
  - The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by weight of the fine aggregate.
    - The batching of cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
      - If interlocks are required for cement and supplementary cementitious material charging mechanisms and cement and supplementary cementitious material are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
      - If concrete is completely mixed in stationary paving mixers, the supplementary cementitious materials shall be weighed in a separate weigh hopper and the supplementary cementitious material and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, supplementary cementitious material, aggregates, and water uniformly before discharge, weighing the supplementary cementitious material cumulatively with the cement is permitted. Certification shall contain the following:
        - A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength";
        - B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
        - C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.
- The discharge gate on the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper shall be designed to permit regulating the flow of cement, supplementary cementitious material, or cement plus supplementary cementitious material into the aggregate as directed by the Engineer.
  - If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
    - Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
    - If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

**90-6 MIXING AND TRANSPORTING**

**90-6.01 GENERAL**

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 1/3 cubic yard may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."
- Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.
- Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cementitious material.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.
- When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 1/2-inch. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 170 pounds per cubic yard of concrete.

Average Slump	Maximum Permissible Difference
Less than 4"	1"
4" to 6"	1 1/2"
Greater than 6" to 9"	2"

- The Contractor shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

**90-6.02 MACHINE MIXING**

- Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.
- The temperature of mixed concrete, immediately before placing, shall be not less than 50° F or more than 90° F. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 150° F. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.
- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.
- Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.
- The size of batch shall not exceed the manufacturer's guaranteed capacity.
- When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at job site batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.
- Concrete shall be mixed and delivered to the job site by means of one of the following combinations of operations:

- A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in nonagitating hauling equipment (central-mixed concrete).
- B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
- C. Mixed completely in a truck mixer (transit-mixed concrete).
- D. Mixed completely in a paving mixer.

- Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

- Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

- When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed will be allowed for partial mixing in a central plant.

### **90-6.03 TRANSPORTING MIXED CONCRETE**

- Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

- Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

- Bodies of nonagitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.

- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 75° F.

- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.

- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

- If a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or if the temperature of the concrete is 85° F or above, the time allowed may be less than 1.5 hours. If an admixture is used to retard the set time, the temperature of the concrete shall not exceed 85° F, the time limit shall be 2 hours, and the revolution limitation shall be 300.

- If nonagitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85° F or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

- Each load of concrete delivered at the job site shall be accompanied by a weighmaster certificate showing the mix identification number, nonrepeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale weights (pounds) for the ingredients batched. Theoretical or target batch weights shall not be used as a substitute for actual scale weights.

- Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 3 1/2-inch 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 weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the jobsite with the load.

- Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

**90-6.04 TIME OR AMOUNT OF MIXING**

- Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.
- The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.
- The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."
- When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

**90-6.05 HAND-MIXING**

- Hand-mixed concrete shall be made in batches of not more than 1/3 cubic yard and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than one foot in total depth. On this mixture shall be spread the dry cementitious materials and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

**90-6.06 AMOUNT OF WATER AND PENETRATION**

- The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the nominal values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. If Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 9 inches after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (inches)	Slump (inches)	Penetration (inches)	Slump (inches)
Concrete Pavement	0 - 1	—	1 1/2	—
Non-reinforced concrete facilities	0 - 1 1/2	—	2	—
Reinforced concrete structures				
Sections over 12 inches thick	0 - 1 1/2	—	2 1/2	—
Sections 12 inches thick or less	0 - 2	—	3	—
Concrete placed under water	—	6 - 8	—	9
Cast-in-place concrete piles	2 1/2 - 3 1/2	5 - 7	4	8

- The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.
- The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.
- If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

- The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

## **90-7 CURING CONCRETE**

### **90-7.01 METHODS OF CURING**

- Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

#### **90-7.01A WATER METHOD**

- The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.
  - Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.
    - If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing media.
      - At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 4-mil, and shall be extruded onto 10-ounce burlap.
        - At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 10-mil achieved in a single layer of material.
          - If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 3 inches of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 140° F, use of these curing media shall be disallowed.
            - When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified above, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

#### **90-7.01B CURING COMPOUND METHOD**

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.
- Curing compounds to be used shall be as follows:
  1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
  2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
  3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
  4. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
  5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
  6. Nonpigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.
- The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.
  - The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.28-pounds per square yard in 24 hours.
  - The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.

- If the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.
- Curing compound shall be applied at a nominal rate of one gallon per 150 square feet, unless otherwise specified.
- At any point, the application rate shall be within  $\pm 50$  square feet per gallon of the nominal rate specified, and the average application rate shall be within  $\pm 25$  square feet per gallon of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.
- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.
- The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.
- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.
- Agitation shall not introduce air or other foreign substance into the curing compound.
- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.
- Curing compounds shall remain sprayable at temperatures above 40° F and shall not be diluted or altered after manufacture.
- The curing compound shall be packaged in clean 274-gallon totes, 55-gallon barrels or 5-gallon pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 274-gallon totes and the 55-gallon barrels shall have removable lids and airtight fasteners. The 5-gallon pails shall be round and have standard full open head and bail. Lids with bungholes will not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.
- Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.
- Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State.
- Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State.
- When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.
- Curing compound will be sampled by the Engineer at the source of supply, at the job site, or at both locations.
- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

- Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

#### **90-7.01C WATERPROOF MEMBRANE METHOD**

- The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane, shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.
- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.
- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 0.33-foot.
- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.
- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.
- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

#### **90-7.01D FORMS-IN-PLACE METHOD**

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 20 inches in least dimension the forms shall remain in place for a minimum period of 5 days.
- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

#### **90-7.02 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 60° F, 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:

- After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 50° F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50° F and 90° F.
- 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.
- 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.
- Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 40° F per hour. The curing temperature throughout the enclosure shall not exceed 150° F and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 200 feet of continuous bed length will be required for checking temperature.
- Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 60° F until the stress is transferred to the concrete.
- Curing of precast concrete will be considered completed after termination of the steam curing cycle.

#### **90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES**

• Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles in a corrosive environment shall be cured as follows:

- 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."
- If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

#### **90-7.06 CURING SLOPE PROTECTION**

- Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

#### **90-7.07 CURING MISCELLANEOUS CONCRETE WORK**

- Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."
- Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

- Shotcrete shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."
- Mortar and grout shall be cured by keeping the surface damp for 3 days.
- After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

## **90-8 PROTECTING CONCRETE**

### **90-8.01 GENERAL**

- In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.
  - The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.
    - Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.
    - Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.
    - Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

### **90-8.02 PROTECTING CONCRETE STRUCTURES**

- Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 45° F for 72 hours after placing and at not less than 40° F for an additional 4 days.

### **90-8.03 PROTECTING CONCRETE PAVEMENT**

- Pavement concrete shall be maintained at a temperature of not less than 40° F for 72 hours.
- Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.
  - If ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work.". Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 550 pounds per square inch. 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 550 pounds per square inch. Concrete that fails to attain a modulus of rupture of 550 pounds per square inch 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 350 pounds per square inch has been attained, provided that:
      - A. Unit pressure exerted on the pavement by the paver shall not exceed 20 pounds per square inch;
      - 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 one foot from the edge of pavement.

- In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.
- Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor.
- The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

## **90-9 COMPRESSIVE STRENGTH**

### **90-9.01 GENERAL**

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

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

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

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$10 for each in-place cubic yard of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$15 for each in-place cubic yard of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum 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 320 cubic yards.

- If a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. If the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

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

- Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of 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 580 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

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

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic yards and the weight, type, and source of all ingredients used.
- D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

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

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

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

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

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

## **90-10 MINOR CONCRETE**

### **90-10.01 GENERAL**

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

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

### **90-10.02 MATERIALS**

- Minor concrete shall conform to the following requirements:

#### **90-10.02A CEMENTITIOUS MATERIAL**

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

### **90-10.02B AGGREGATE**

- Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.
- Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.
- The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.
- The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 1 1/2-inch or smaller than 3/4-inch.
- The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

### **90-10.02C WATER**

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

### **90-10.02D ADMIXTURES**

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

### **90-10.03 PRODUCTION**

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.
- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."
- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90° F will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.
- Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

### **90-10.04 CURING MINOR CONCRETE**

- Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

### **90-10.05 PROTECTING MINOR CONCRETE**

- Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 40° F for 72 hours after placing.

## **90-10.06 MEASUREMENT AND PAYMENT**

- Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

## **90-11 MEASUREMENT AND PAYMENT**

### **90-11.01 MEASUREMENT**

- Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- For concrete measured at the mixer, the volume in cubic feet shall be computed as the total weight of the batch in pounds divided by the density of the concrete in pounds per cubic foot. The total weight of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

### **90-11.02 PAYMENT**

- Portland cement concrete will be paid for in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- Full compensation for furnishing and incorporating admixtures required by these specifications or the special provisions will be considered as included in the contract prices paid for the concrete involved and no additional compensation will be allowed therefor.
- Should the Engineer order the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them into the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

## **SECTION 91: PAINT**

Issue Date: May 1, 2006

Section 91-3, "Paints for Timber," of the Standard Specifications is amended to read:

### **91-3 PAINTS FOR TIMBER**

#### **91-3.01 WOOD PRIMER, LATEX-BASE**

##### **Classification:**

- This specification covers a ready-mixed priming paint for use on unpainted wood or exterior woodwork. It shall conform with the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for exterior wood primers, and be listed on the Exterior Latex Wood Primer MPI List Number 6.

#### **91-3.02 PAINT; LATEX-BASE FOR EXTERIOR WOOD, WHITE AND TINTS**

##### **Classification:**

- This specification covers a ready-mixed paint for use on wood surfaces subject to outside exposures. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products List:

- A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
- B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
- C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

- Unpainted wood shall first be primed with wood primer conforming to the provisions in Section 91-3.01, "Wood Primer, Latex-Base."

Section 91-4, "Miscellaneous Paints," of the Standard Specifications is amended to read:

#### **91-4 MISCELLANEOUS PAINTS**

##### **91-4.01 THROUGH 91-4.04 (BLANK)**

##### **91-4.05 PAINT; ACRYLIC EMULSION, EXTERIOR WHITE AND LIGHT AND MEDIUM TINTS**

###### **Classification:**

- This specification covers an acrylic emulsion paint designed for use on exterior masonry. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products Lists:

- A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
- B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
- C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

- This paint may be tinted by using "universal" or "all purpose" concentrates.

#### **SECTION 92: ASPHALTS**

Issue Date: March 21, 2008

Section 92, "Asphalts," of the Standard Specifications is amended to read:

##### **92-1.01 DESCRIPTION**

- Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

##### **92-1.02 MATERIALS**

###### **GENERAL**

- Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

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

- Transport, store, use, and dispose of asphalt safely.
- Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

###### **GRADES**

- Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 <sup>a</sup>	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44	99	99	99	99	99
Viscosity at 135°C, <sup>c</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test, <sup>e</sup> Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV <sup>f</sup> Aging, Temperature, °C	R 28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*sin(delta), kPa	T 315	22 <sup>d</sup> 5000	31 <sup>d</sup> 5000	28 <sup>d</sup> 5000	22 <sup>d</sup> 5000	34 <sup>d</sup> 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- a. Use as asphalt rubber base stock for high mountain and high desert area.
  - b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
  - c. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
  - d. Test the sample at 3°C higher if it fails at the specified test temperature. G\*sin(delta) remains 5000 kPa maximum.
  - e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
  - f. "PAV" means Pressurized Aging Vessel.
- Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder <sup>a</sup>

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
<b>Original Binder</b>				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44 <sup>c</sup>	98.5	98.5	98.5
Viscosity at 135°C, <sup>d</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00	1.00
<b>RTFO Test Aged Binder</b>				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery <sup>f</sup> , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV <sup>g</sup> Aging, Temperature, °C	R 28	100	100	110
<b>RTFO Test and PAV Aged Binder</b>				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

- a. Do not modify PG Polymer Modified using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Department allows ASTM D 5546 instead of AASHTO T 44
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G\*/sin(delta) is 2.2 kPa. A graph of log G\*/sin(delta) plotted against temperature may be used to determine the test temperature when G\*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G\*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G\*/sin(delta) is 2.2 kPa.
- f. Tests without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

**SAMPLING**

- Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.
  - Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
3. Maintained in good condition

- Replace failed valves.
- In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

#### **92-1.03 EXECUTION**

- If asphalt is applied, you must comply with the heating and application specifications for liquid asphalt in Section 93, "Liquid Asphalts."

#### **92-1.04 MEASUREMENT**

- If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."

- The Engineer determines the asphalt weight from volumetric measurements if you:

1. Use a partial asphalt load
2. Use asphalt at a location other than a mixing plant and no scales within 20 miles are available and suitable
3. Deliver asphalt in either of the following:

- 3.1. A calibrated truck with each tank accompanied by its measuring stick and calibration card
- 3.2. A truck equipped with a calibrated thermometer that determines the asphalt temperature at the delivery time and with a vehicle tank meter complying with the specifications for weighing, measuring, and metering devices in Section 9-1.01, "Measurement of Quantities"

- If you furnish asphalt concrete from a mixing plant producing material for only one project, the Engineer determines the asphalt quantity by measuring the volume in the tank at the project's start and end provided the tank is calibrated and equipped with its measuring stick and calibration card.

- The Engineer determines pay quantities from volumetric measurements as follows:

1. Before converting the volume to weight, the Engineer reduces the measured volume to that which the asphalt would occupy at 60 °F.
2. The Engineer uses 235 gallons per ton and 8.51 pounds per gallon for the average weight and volume for PG and PG Polymer Modified asphalt grades at 60 °F.
3. The Engineer uses the Conversion Table in Section 93, "Liquid Asphalts."

### **SECTION 93: LIQUID ASPHALTS**

Issue Date: November 3, 2006

The ninth paragraph of Section 93-1.04, "Measurement," of the Standard Specifications is amended to read:

- The following Legend and Conversion Table is to be used for converting volumes of liquid asphalt products, Grades 70 to 3000, inclusive, and paving asphalt Grades PG 58-22, PG 64-10, PG 64-16, PG 64-28, and PG 70-10, and Grades PG 58-34 PM, PG 64-28 PM, and PG 76-22 PM.

### **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.

The bidder shall complete the "Subcontractor List" form in the Proposal and Contract book, listing the name, address, and portion of work to be performed by each subcontractor listed. 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, the bidder shall list on this form each first tier Disabled Veteran Business Enterprise subcontractor to be used for credit in meeting the goal. A first tier subcontractor is one to whom the bidder proposes to directly subcontract portions of the work.

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.

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.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, (including but not limited to DVBE submittals, and escrowed bid documents or prequalification materials when required), may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any subsequent public works contracts.

## **2-1.02 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**

It is the policy of the Department that Disabled Veteran Business Enterprises (DVBEs) shall be provided the opportunity for full participation in the performance of contracts financed solely with state funds. The Contractor shall take all necessary and reasonable steps to ensure that DVBEs have such opportunity to participate in the performance of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DVBE subcontractors and suppliers, so as to assure meeting the goal for DVBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

Section 999, et seq., of the Military and Veterans Code sets forth requirements for DVBE participation goals, summarized as follows:

- A. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.
- B. DVBEs must be certified on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
- C. The disabled veteran business owner must be domiciled in the State of California.
- D. A DVBE may participate as a prime contractor, as a subcontractor, as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.
- E. The DVBE must perform a commercially useful function, that is, be responsible for the execution of a distinct element of the work and carry out its responsibility by actually performing, managing, or supervising the work. An extra participant will not be considered to perform a commercially useful function.
- F. Credit for DVBE prime contractors will be 100 percent of the contract price.
- G. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
- H. A DVBE broker shall submit the required declarations and federal tax returns at the time of performance.

Failure to carry out the requirements of Section 999, et seq., of the Military and Veterans Code shall constitute a material breach of this contract and may result in termination of the contract or other remedy the Department deems appropriate.

A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The DVBE joint venture must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Section 2-1.02B, "Submission of DVBE Information," elsewhere in these special provisions.

Section 10115 of the Public Contract Code requires the Department to establish a goal for Disabled Veteran Business Enterprise (DVBE) participation in contracts.

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

#### **The Disabled Veteran Business Enterprise (DVBE) participation goal for this project: 5 percent.**

The Office of Small Business and DVBE Services, Department of General Services, is located at 707 Third Street, West Sacramento, CA 95605. It may be contacted at (800) 559-5529 or (916) 375-4940 or its internet web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> for program information.

## **2-1.02B SUBMISSION OF DVBE INFORMATION**

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

If the DVBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit the DVBE information to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, California 95816 so the information is received by the Department no later than 4:00 p.m. on the fourth business day following bid opening. The Department will not accept facsimile submittals of DVBE information. Failure to submit the required DVBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DVBE information unless requested to do so by the Department.

The bidder's DVBE information shall establish that either it met the goal or that, prior to bidding, it made good faith efforts to meet the goal. Information demonstrating that a good faith effort to meet the DVBE goal has been made by the bidder shall be submitted on the "DVBE INFORMATION GOOD FAITH EFFORTS" form included in the Proposal.

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

The bidder's DVBE information shall include the names of all DVBE firms that will participate, with a complete description of work or supplies to be provided by each and the dollar value of each DVBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DVBE, a description of the exact portion of that work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of that work.

A bidder shall be deemed to have made good faith efforts if, within the time specified by the Department, it submits documentary evidence that all of the following actions were taken:

- A. Contact was made with the Office of Small Business and DVBE Services, Department of General Services or their web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> to identify Disabled Veteran Business Enterprises.
- B. Advertising was published in trade media and media focusing on Disabled Veteran Business Enterprises, unless time limits imposed by the Department do not permit that advertising.
- C. Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.
- D. Available Disabled Veteran Business Enterprises were considered.

## **2-1.03 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES**

Attention is directed to the Small Business Procurement and Contract Act, Government Code Section 14835, et seq. and to the small business regulations at Title 2, California Code of Regulations, Section 1896, et seq.

Bidders, subcontractors, and suppliers who wish to be certified as small businesses under the provisions of those laws and regulations, shall be certified as small business by the Office of Small Business and DVBE Services, Department of General Services, 707 Third Street, West Sacramento, CA 95605.

Attention is directed to "Award and Execution of Contract" of these special provisions.

### **2-1.03A SMALL BUSINESS PREFERENCE**

To request small business preference, bidders shall fill out and sign the "Request for Small Business Preference and Non-Small Business Subcontractor Preference" form in the Proposal and shall attach a copy of their Office of Small Business and DVBE Services small business certification letter to the form. The bidder's signature on the "Request for Small Business Preference" certifies that the bidder is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (2 CA Code of Regs §1896). The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on bid opening date. The Department of General Services determines if a bidder was certified on bid opening date.

The Department confirms the bidder's status as a small business before applying the small business preference.

### **2-1.03B NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE**

To request non-small business subcontractor preference, bidders shall fill out and sign the "Request for Small Business Preference and Non-Small Business Subcontractor Preference" form in the Proposal. The bidder's signature certifies that the bidder commits to subcontract at least 25 percent of its bid amount with one or more subcontractors or suppliers that are certified as small businesses.

The bidder shall also fill out the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR - INFORMATION" form. If the small business subcontractor information is not submitted with the bid, the form shall be removed from the documents and submitted in the same time and manner specified for DVBE information in "Submission of DVBE Information" of these special provisions. The bidder shall attach a copy of the Office of Small Business and DVBE Services small business certification letter for each listed subcontractor or supplier, to the form. The listed subcontractors and suppliers shall be certified as small business at the time and day of bid opening or have submitted a complete application to the Department of General Services (2 CA Code of Regs §1896). The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on bid opening date. The Department of General Services determines if a bidder was certified on bid opening date.

The Department confirms the subcontractor's and supplier's status as a small business before applying the non-small business subcontractor preference.

Each listed subcontractor or supplier shall be designated to perform a commercially useful function.

#### **2-1.04 CALIFORNIA COMPANY PREFERENCE**

Attention is directed to "Award and Execution of Contract" of these special provisions.

In conformance with the requirements of Section 6107 of the Public Contract Code, a "California company" will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

A "California company" means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:

- A. Has its principal place of business in California.
- B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
- C. Has its principal place of business in a state in which there is a local contractor construction preference and the Contractor has paid not less than \$5000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

To carry out the California company reciprocal preference requirements of Section 6107 of the Public Contract Code, all bidders shall fill out and sign the "California Company Preference" form in the Proposal. The bidder's signature on the "California Company Preference" form certifies, under penalty of perjury, that the bidder is or is not a California company and if not, the amount of the preference applied by the state of the nonresident Contractor.

A nonresident Contractor shall disclose any and all bid preferences provided to the nonresident contractor by the state or country in which the nonresident contractor has its principal place of business.

Proposals without the "California Company Preference" form filled out and signed may be rejected.

#### **2-1.05 DVBE INCENTIVE EVALUATION**

The Department applies the small business and non-small business preference during bid verification and proceeds with the following evaluation for DVBE incentive.

The Department grants a DVBE incentive to bidders who achieve a DVBE participation of 1 percent or greater of the value of their bid (Mil & Vet Code § 999 et seq. and 2 CA Code of Regs § 1896.98 et seq.)

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

1. Percentage of DVBE achievement, rounded to 2 decimal places, of the verified total bid of the original low bidder
2. 5 percent of the verified total bid of the original low bidder
3. \$100,000

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

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

The Department proceeds with awarding the contract to the new apparent low bidder and posts the new verified bid results at:

[http://www.dot.ca.gov/hq/esc/oe/awards/bidsum\\_html/6week\\_list.html](http://www.dot.ca.gov/hq/esc/oe/awards/bidsum_html/6week_list.html).

## **2-1.06 SMALL BUSINESS ENTERPRISE GOAL**

The Department has established an overall 25 percent small business participation goal. To determine if the goal is achieved, the Department is tracking small business participation on all contracts.

Contractors, subcontractors, suppliers, and service providers who qualify as small business are encouraged to apply for certification as a small business by submitting their application to:

Office of Small Business and DVBE Services  
Department of General Services  
707 Third Street  
West Sacramento, CA 95605  
(916) 375-4940 or (800) 559-5529

## **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.

Requests for relief of bid and bid protests are to be delivered to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816 or by facsimile to the Office Engineer at (916) 227-6282.

The contract will be awarded to the lowest responsible bidder meeting the contract requirements.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications, to the Department so that it is received within 10 business days 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 small business participation report will be included in the contract documents to be executed by the successful bidder. The purpose of this form is to collect small business participation data. Even if no small business participation is reported, the successful bidder must execute and return the form.

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, contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications. 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 20 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.

Attention is also directed to "Small Business and Non-Small Business Subcontractor Preferences" of these special provisions.

A bidder who is certified as a small business by the Office of Small Business and DVBE Services, Department of General Services, will be allowed a preference in the award of this contract under the following conditions:

- A. The bidder filled out and signed the "Request for Small Business Preference and Non-Small Business Subcontractor Preference" form, requesting small business preference, and attached a copy of its Office of Small Business and DVBE Services small business certification letter to the form; and
- B. The apparent low bidder is not certified as a small business.

A bidder who is not certified as a small business by the Office of Small Business and DVBE Services, Department of General Services, will be allowed a preference in the award of this contract under the following conditions:

- A. The bidder filled out and signed the "Request for Small Business Preference and Non-Small Business Subcontractor Preference" form, requesting non-small business subcontractor preference and notifying the Department that it commits to subcontract at least 25 percent of its bid amount with one or more small businesses, and submitted the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR – INFORMATION" form listing the subcontractors and suppliers it commits to subcontract with; and
- B. The apparent low bidder is not certified as a small business, and has not filled out and signed the "Request for Small Business Preference and Non-Small Business Subcontractor Preference."

The small business preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the small business contractor becoming the low bidder, or in a precise tie with a non-small business apparent low bidder, then the contract will be awarded to the small business contractor on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

The non-small business subcontractor preference will be a reduction in the bid submitted by the non-small business contractor requesting the preference, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the non-small business contractor requesting the preference becoming the low bidder, or in a precise tie with a non-small business apparent low bidder not requesting the preference, then the contract will be awarded to the non-small business contractor requesting the preference on the basis of its actual bid notwithstanding the reduced bid price used for bid comparison purposes. Application of the non-small business subcontractor preference shall not result in the displacement of a small business in winning the award.

Attention is also directed to "California Company Preference" of these special provisions.

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

If the bidder submitting the lowest responsive bid is not a California company and with the benefit of the reciprocal preference, a California company's responsive bid is equal to or less than the original lowest responsive bid, the California company will be awarded the contract at its submitted bid price except as provided below.

Small business bidders shall have precedence over non-small business bidders in that the application of the California company preference for which non-small business bidders may be eligible shall not result in the denial of the award to a small business bidder.

DVBE bidders shall have precedence over Non-DVBE bidders in that in the event the application of the small business preference to more than one bidder results in a precise tie in the bid amounts used for comparison purposes, the award shall go to the DVBE that is also a small business. This precedence shall not apply to the application of the California company reciprocal preference.

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

Complete the work within 220 working days starting on the 15th day after contract approval or on the day you start work at the job site, whichever occurs first.

Liquidated damages are \$4,400 per day starting on the 1st day after exceeding 220 working days.

#### **SECTION 5. GENERAL**

##### **SECTION 5-1. MISCELLANEOUS**

###### **5-1.01 GUARANTEE**

###### **GENERAL**

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than State-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.02, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

### **CORRECTIVE WORK**

During the guarantee period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by State forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by State forces or other forces including labor, equipment, material, and special services.

### **PAYMENT**

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefor.

#### **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 \$5,000 or more.

### 5-1.03 INTEREST ON PAYMENTS

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

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

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

### 5-1.04 PUBLIC SAFETY

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

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

- A. Excavations-The near edge of the excavation is 12 feet 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 one foot deep.
  - 3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas-Material or equipment is stored within 12 feet 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 15 feet 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 one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet 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 10 feet 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.

#### **5-1.065 SOLID WASTE DISPOSAL AND RECYCLING REPORT**

This work shall consist of reporting disposal and recycling of construction solid waste, as specified in these special provisions. For the purposes of this section, solid waste includes construction and demolition waste debris, but not hazardous waste.

Annually by the fifteenth day of January, the Contractor shall complete and certify Form CEM-4401, "Solid Waste Disposal and Recycling Report," which quantifies solid waste generated by the work performed and disposed of in landfills or recycled during the previous calendar year. The amount and type of solid waste disposed of or recycled shall be reported in tons. The Contractor shall also complete and certify Form CEM-4401 within 5 days following contract acceptance.

Form CEM-4401, "Solid Waste Disposal and Recycling Report" can be downloaded at:

<http://www.dot.ca.gov/hq/construc/manual2001>

If the Contractor has not submitted Form CEM-4401, by the dates specified above, the Department will withhold the amount of \$10,000 for each missing or incomplete report. The moneys withheld will be released for payment on the next monthly estimate for partial payment following the date that a complete and acceptable Form CEM-4401 is submitted to the Engineer. Upon completion of all contract work and submittal of the final Form CEM-4401, remaining withheld funds associated with this section, "Solid Waste Disposal and Recycling Report," will be released for payment. Withheld funds in conformance with this section shall be in addition to other moneys withheld provided for in the contract. No interest will be due the Contractor on withheld amounts.

Full compensation for preparing and submitting Form CEM-4401, "Solid Waste Disposal and Recycling Report," shall be considered as included in the contract price for the various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.07 (BLANK)**

#### **5-1.08 (BLANK)**

#### **5-1.09 SUBCONTRACTING**

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

Pursuant to the provisions in 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>

Unauthorized substitution of a listed subcontractor may constitute a violation of the "Subletting and Subcontracting Fair Practices Act" and may subject the Contractor to the penalties imposed therein.

#### **5-1.09A DVBE SUBCONTRACTING**

The DVBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DVBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DVBEs, 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.

Unauthorized substitution of a DVBE may also constitute a violation of California Code of Regulations Section 1896.64. The Contractor shall not be entitled to payment for the work or material unless it is performed or supplied by the listed DVBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

The provisions in Section 2-1.02, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

The Contractor shall maintain records of all subcontracts entered into with certified DVBE subcontractors and records of materials purchased from certified DVBE suppliers. The records shall show the name and business address of each DVBE subcontractor or vendor and the total dollar amount actually paid each DVBE subcontractor or vendor.

The Contractor agrees that the awarding department will have the right to review, obtain and copy all records pertaining to performance of DVBEs during the contract. The Contractor agrees to provide the awarding department with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

#### **5-1.09B NON-SMALL BUSINESS SUBCONTRACTING**

The Small Business subcontractors listed by the Contractor in response to the provisions in Section 2-1.03B, "Non-small Business Subcontractor Preference," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified as Small Business, 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.

Unauthorized substitution of a Small Business subcontractor may also constitute a violation of California Code of Regulations Section 1896.10 and may subject the Contractor to the sanctions referenced therein.

The provisions in Section 2-1.03B, "Non-small Business Subcontractor Preference," of these special provisions that Small Business subcontractors shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

The Contractor shall maintain records of all subcontracts entered into with certified Small Business subcontractors and records of materials purchased from certified Small Business suppliers. The records shall show the name and business address of each Small Business subcontractor or vendor and the total dollar amount actually paid each Small Business subcontractor or vendor.

The Contractor agrees that the awarding department will have the right to review, obtain and copy all records pertaining to performance of Small Businesses during the contract. The Contractor agrees to provide the awarding department with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Code of Regulations Section 1896, et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under 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 concerning prompt payment to subcontractors.

#### **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 6 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.

#### **5-1.104 INTERNET DAILY EXTRA WORK REPORT**

When extra work is being paid for on a force account basis, the Contractor shall submit daily extra work reports in conformance with the provisions in Section 9-1.03C, "Records," of the Standard Specifications and these special provisions.

The Contractor shall send daily extra work reports to the Engineer using the Department's Internet extra work billing system. The reports shall conform to the requirements in the "iCAS User's Guide" (Guide). The Guide is available from the Department, and is also found at:

[http://www.dot.ca.gov/hq/construc/ewb/EWB\\_INSTRUCTION.pdf](http://www.dot.ca.gov/hq/construc/ewb/EWB_INSTRUCTION.pdf)

The Department will provide system accounts to the Contractor's authorized representatives when at least one of the representatives has received training. The Department will provide system training to at least one of the Contractor's authorized representatives within 30 days of the Contractor's request for training. The Department will assign an account and user identification to the Contractor's authorized representatives, and each Contractor's authorized representative shall maintain a unique password. A daily extra work report that the Contractor's authorized representative sends to the Department using the Internet extra work billing system will be considered signed by the Contractor. A daily extra work report that the Engineer approves using the Internet extra work billing system will be considered signed by the Engineer.

Daily extra work reports that include billing for materials shall be substantiated by a valid copy of a vendor's invoice in conformance to the requirements in Section 9-1.03C, "Records," of the Standard Specifications. Each materials invoice shall clearly identify the relative daily extra work report and the associated cost of the materials. In addition to postal service and parcel service and if approved by the Engineer, invoices may be sent by facsimile or as an electronic-mail attachment.

The Contractor shall maintain the Contractor's interface with the Department's Internet extra work billing system. If the Contractor is using the file transfer process to submit extra work reports, it shall conform to the file transfer format and process defined in the Guide.

### **5-1.105 ARCHAEOLOGICAL DISCOVERIES**

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

### **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 DISPUTE RESOLUTION ADVISOR**

A dispute resolution advisor, hereinafter referred to as "DRA", is chosen by the Department and the Contractor to assist in the resolution of disputes. The DRA is a part of the contract administrative claims process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRA shall not serve as a substitute for filing a protest or a notice of potential claim.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval.

The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Review Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, has been specifically agreed to in advance by the State and Contractor. Time away from the project that has been specifically agreed to in advance by the Department and the Contractor will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

A copy of the "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and the DRA is as follows:

Form CEM 6206 Rev (04-06-07)

**DISPUTE RESOLUTION ADVISOR AGREEMENT**

\_\_\_\_\_  
(Contract Identification)

Contract No. \_\_\_\_\_

**THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, hereinafter called "AGREEMENT"**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and \_\_\_\_\_, the Dispute Resolution Advisor, hereinafter called the "DRA." .

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRA to assist in resolving disputes; and

WHEREAS, the DRA is composed of one person, chosen by the CONTRACTOR and the STATE;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRA hereto agree as follows:

**SECTION I DESCRIPTION OF WORK**

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

**SECTION II DRA QUALIFICATIONS**

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Review Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

### **SECTION III SCOPE OF WORK**

The Scope of Work of the DRA includes, but is not limited to, the following:

#### **A. PROCEDURES**

The DRA shall meet with the parties at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRA established procedures shall only be implemented upon approval by the parties. Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental notice of potential claim, and the Engineer's response to the supplemental notice of potential claim.

The parties shall not call the DRA who served on this contract as a witness in arbitration proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

#### **B. DISPUTE MEETING**

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Resident Engineer or Area Construction Engineer and the CONTRACTOR's or subcontractor's, if the dispute involves a subcontractor, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

The DRA, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved contract change order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

## **1. TRADITIONAL DISPUTE MEETING:**

The following procedure shall be used for the traditional dispute meeting:

- a. Within 5 days, after receiving the STATE's written response to the CONTRACTOR's supplemental notice of potential claim, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.
- e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.
- f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.
- g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

## **2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.
- b. After the dispute meeting has concluded; the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.

- c. The DRA then verbally delivers its recommendation with findings to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRA on complex issues may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.12, "Dispute Resolution Advisor," of the Special Provisions or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

#### **SECTION IV TIME FOR BEGINNING AND COMPLETION**

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

#### **SECTION V PAYMENT**

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

##### **A. PAYMENT PROCESSING**

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

DRA may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

##### **B. INSPECTION OF COSTS RECORDS**

DRA and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

#### **SECTION VI ASSIGNMENT OF TASKS OF WORK**

DRA shall not assign the work of this AGREEMENT.

#### **SECTION VII TERMINATION OF A DRA MEMBER**

DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

**SECTION VIII LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRA.

**SECTION IX CONFIDENTIALITY**

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

**SECTION X DISPUTES**

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in the appropriate forum.

**SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including the DRA, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

**SECTION XII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRA in progress, except for private meetings or deliberations of the DRA.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

**SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRA

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

CALIFORNIA STATE DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### **5-1.13 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.

### **5-1.14 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.

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. Bar Reinforcing Steel
- B. Structural Steel
- C. Miscellaneous Bridge Metal

### **5-1.15 PROJECT INFORMATION**

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

Cross sections are not available for this project.

The District Office in which the work is situated is located at 100 South Main Street, Los Angeles, CA 90012.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357, and are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, Telephone (213) 897-0877.

Plans of the existing bridges available to bidders and Contractors are reproductions of the original contract plans, with significant changes noted, and working drawings, and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

### **5-1.16 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

### **5-1.17 HIGHWAY CONSTRUCTION EQUIPMENT**

The first paragraph of Section 7-1.01D, "Vehicle Code," of the Standard Specifications shall not apply.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: the lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Load Limitations," of the Standard Specifications, the weight limitation requirements contained in Division 15.

#### **5-1.18 BIRD PROTECTION**

##### **GENERAL**

This work includes protecting migratory and nongame birds, their occupied nests, and their eggs.

Nesting or attempted nesting by migratory and nongame birds is anticipated to occur but is not limited to February 15 through September 1.

##### **QUALITY ASSURANCE**

###### **Regulatory requirements**

The Federal Migratory Bird Treaty Act (16 USC §703-711.), 50 CFR 10, and Fish & Game Code §3503, §3513, and §3800, protect migratory and nongame birds, their occupied nests, and their eggs.

The Federal Endangered Species Act of 1973 (16 USC §1531, §1543) and California Endangered Species Act (Fish & Game Code §2050-§2115.5) prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald Eagle Protection Act (16 USC §668) prohibits the destruction of bald and golden eagles occupied and unoccupied nests.

Permits are included in the Project Information handout.

##### **CONSTRUCTION**

When migratory or nongame bird nests are discovered which may be adversely affected by construction activity, or when a bird is found injured or killed as a result of construction activity, immediately stop work within 150 feet of the nest or bird and notify the Engineer. Work must not resume until the Engineer provides written notification that work may resume at that location.

When ordered by the Engineer, use exclusion devices, nesting prevention measures or remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation.

Nest removal activities must not result in depositing into or allowing materials to enter waters of this state.

##### **MEASUREMENT AND PAYMENT**

Exclusion devices, nesting prevention measures and nest removal that are ordered by the Engineer will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the Standard Specifications.

A delay to the controlling operation due to migratory or nongame birds or their nests will be considered a temporary suspension of work under Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Adjustments will be made for delays that the Engineer determines are not due to the Contractor's failure to perform the provision of the contract in the same manner as for suspensions due to unsuitable weather in Section 8-1.05.

#### **5-1.19 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

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

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

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

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

## **WITHHOLDS**

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

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

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

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

### **5-1.20 ENVIRONMENTALLY SENSITIVE AREA**

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

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

Prior to beginning work, the boundaries of the ESA shall be clearly delineated by the placement of temporary fence (Type ESA) in conformance with the provisions in "Temporary Fence (Type ESA)" of these special provisions.

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

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

## **SECTION 6. (BLANK)**

## **SECTION 7. (BLANK)**

## **SECTION 8. MATERIALS**

### **SECTION 8-1. MISCELLANEOUS**

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

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

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

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

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

## **PAVEMENT MARKERS, PERMANENT TYPE**

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

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

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

(for recessed applications only)

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

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

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

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

## **PAVEMENT MARKERS, TEMPORARY TYPE**

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

1. Vega Molded Products "Temporary Road Marker" (3" x 4")

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

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

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

## **STRIPING AND PAVEMENT MARKING MATERIAL**

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

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"

4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask  
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140  
(Black Tape: for use only on Hot mix asphalt surfaces)

**Preformed Thermoplastic (Heated in place)**

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

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

1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

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

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

**Special Use Type, 66-inch**

1. Filtrona Extrusion, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

**Surface Mount Type, 48-inch**

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

## **CHANNELIZERS**

### **Surface Mount Type, 36-inch**

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

### **Lane Separation System**

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

## **CONICAL DELINEATORS, 42-inch**

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

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

## **OBJECT MARKERS**

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

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

### **Type "K-4" / "Q" Object Markers, 24-inch**

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

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

### **Impactable Type**

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

### **Non-Impactable Type**

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

### **METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

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

### **CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

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

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

1. Stinson Equipment Company "SaddleMarker"

### **GUARD RAILING DELINEATOR**

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

#### **Wood Post Type, 27-inch**

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

#### **Steel Post Type**

1. Carsonite, Model CFGR-327

### **RETROREFLECTIVE SHEETING**

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

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

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

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

#### **Drums**

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II

3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

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

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

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

1. Avery Dennison, W-2100 Series

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SPECIALTY SIGNS**

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

## **ALTERNATIVE SIGN SUBSTRATES**

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

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

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

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpollic 350

## **8-1.02 SLAG AGGREGATE**

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

1. Structure backfill material.
2. Pervious backfill material.
3. Permeable material.
4. Reinforced or prestressed portland cement concrete component or structure.

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

1. Imported Borrow.
2. Aggregate Subbase.
3. Class 2 Aggregate Base.
4. Hot Mix Asphalt.

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 3/4-inch 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 weight 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 10,000 tons nor more than 50,000 tons 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 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 weight of the aggregate.

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

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

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

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

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

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

When slag is used as aggregate in hot mix asphalt, 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 18 inches of finished slope lines, measured normal to the plane of the slope.

If steel slag aggregates are used to make hot mix asphalt, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the No. 4 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.

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.

Hot mix asphalt 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 hot mix asphalt, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of hot mix asphalt 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 hot mix asphalt will be determined by multiplying the quantity of hot mix asphalt 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.

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

Qualified testing laboratories shall conform to the following requirements:

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

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

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

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

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

The limitation on tricalcium silicate (C<sub>3</sub>S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

### **SECTION 8-3. WELDING**

#### **8-3.01 WELDING**

##### **GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.1, Section 4.1.1, shall be consistent for each pass in a weld joint and shall in no case vary by more than  $\pm 10$  percent for travel speed,  $\pm 10$  percent for amperage, and  $\pm 7$  percent for voltage as measured from a predetermined target value or average within each weld pass. The travel speed shall in no case vary by more than  $\pm 15$  percent when using submerged arc welding.
- B. When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

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

- A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of two WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Section 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Section 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Section 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than  $\pm 10$  percent for travel speed,  $\pm 10$  percent for amperage, and  $\pm 7$  percent for voltage as measured from a predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than  $\pm 15$  percent when using submerged arc welding.
- D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
- F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
- G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 3 inches in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

## **WELDING QUALITY CONTROL**

Welding quality control shall conform to the requirements in the AWS or other specified 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," Section 52, "Reinforcement," Section 55, "Steel Structures," or Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications.

All welding will require inspection by the Engineer. The Contractor shall request inspection at least 3 working days prior to the beginning of welding for locations within California and 5 working days for locations outside of California. The Contractor shall request inspection at:

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

Continuous inspection shall be provided when any welding is being performed. Continuous inspection, as a minimum, shall include having a QC Inspector within such close proximity of all welders or welding operators so that inspections by the QC Inspector of each welding operation at each welding location does not lapse for a period exceeding 30 minutes.

When joint weld details that are not prequalified to the details of Section 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 2 weeks to complete the review of the proposed joint detail locations. 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. Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 18 inches. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department. Unless otherwise specified, an approved independent third party will witness the qualification tests for welders or welding operators. The independent third party shall be a current CWI and shall not be an employee of the contractor performing the welding. The Contractor shall allow the Engineer 2 weeks to review the qualifications and copy of the current certification of the independent third party. 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 Contractor shall notify the Engineer one week prior to performing any qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables.

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, reviewing, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall be a registered professional engineer or shall be currently certified as a CWI.

Unless the QCM is hired by a subcontractor providing only QC services, 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 work is welded in conformance with AWS D1.5 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges and Fracture Critical endorsement F, when applicable.
- B. The welding is performed on pipe pile material at a permanent pipe manufacturing facility authorized to apply the American Petroleum Institute (API) monogram for API 5L pipe.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding provided the facility maintains a QC program that is independent from production.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a prewelding meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing welding or inspection 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, 2 copies of a separate WQCP for each subcontractor or supplier 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. No welding shall be performed 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, QC, or NDT personnel or procedures; or updated systems for tracking and identifying welds. The Engineer shall have one week 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.

Information regarding the contents, format, and organization of a WQCP, is available at the Transportation Laboratory and at:

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

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents. A copy of the Engineer approved document shall be available at each location where welding is to be performed.

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. 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 2 weeks following the performance of any welding:

- A. A daily production log.
- B. Reports of all visual weld inspections and NDT.
- C. Radiographs and radiographic reports, and other required NDT reports.
- D. A summary of welding and NDT activities that occurred during the reporting period.
- E. Reports of each application of heat straightening.
- F. A summarized log listing the rejected lengths of weld by welder, position, process, joint configuration, and piece number.
- G. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and that all repaired welds have been reexamined using the required NDT and found acceptable.

The following information shall be clearly written on the outside of radiographic envelopes: 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, report numbers, and station markers or views, as detailed in the WQCP. In addition, all interleaves shall have clearly written on them the part description and all included weld numbers and station markers or views, as detailed in the WQCP. A maximum of 2 pieces of film shall be used for each interleave.

Reports of all visual inspections and NDT shall be signed by the inspector or technician and submitted daily 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. Reports of all NDT, whether specified, additional, or informational, performed by the Contractor shall be submitted to the Engineer.

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 2 weeks to review the report and respond in writing after the 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 the 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.

In addition to the requirements in AWS D1.1 and AWS D1.5, second-time excavations of welds or base metal to repair unacceptable discontinuities, regardless of NDT method, and all repairs of cracks require prior approval of the Engineer.

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. For requests to perform second-time repairs or repairs of cracks, the Contractor shall include an engineering evaluation of the proposed repair. The engineering evaluation, at a minimum, shall address the following:

- A. What is causing each defect?
- B. Why the repair will not degrade the material properties?
- C. What steps are being taken to prevent similar defects from happening again?

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 "Welding" 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. DESCRIPTION OF BRIDGE WORK**

The bridge work to be done consists, in general, of constructing concrete supports at abutments and bents, replacing existing bolts at rocker bearings, and installing modified cable restrainers as shown on the plans at the following location:

Schuyler Heim Bridge  
Br. No. 53C-48

**SECTION 10. CONSTRUCTION DETAILS**

**SECTION 10-1. GENERAL**

**10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS**

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

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

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

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

STATE HIGHWAY FUNDS

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

**BRIDGE REPAIR**

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 prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **10-1.01 ORDER OF WORK**

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

Attention is directed to "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 Water Pollution Control Program prior to performing work having potential to cause water pollution.

#### **10-1.02 BAT PROTECTION**

The Contractor shall protect bats from disturbance caused by work on, or directly beneath bridges when bats are present. Bats roost inside bridges and are most active between March and October. When working on bridges deemed by the Engineer to have bat activity, the Engineer will obtain a qualified bat consultant prior to starting bridgework.

The bat consultant shall conduct weekly surveys prior to construction to determine the presence or absence of bats. The surveys may include, but not be limited to, entering bridge box girders or being lifted with the Contractor's equipment to check for bats at bridge joint seals and crevices. Surveys shall include monitoring bat activity, identifying types of bats present, and the need for bat exclusionary measures and bat houses. If bats are present, one week prior to construction, the Contractor shall submit bat exclusionary measures and bat house requirements to the Engineer for review. The Engineer will have 10 working days to review the bat exclusionary measures and bat house requirements. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit bat exclusionary measures and bat house requirements within 5 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. If the Engineer fails to complete the review and if, in the opinion of the Engineer, completion of work is delayed or interfered with by reason of the delay in completing the review, 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. Upon approval of bat exclusionary measures and bat house requirements, the Contractor shall implement bat exclusionary measures and bat house requirements at locations specified by the Engineer.

When instructed by the Engineer, the Contractor shall remove and dispose of bat exclusionary measures and bat houses when no longer required as specified in Section 7-1.13, "Disposal of Materials Outside of Highway Right of Way," of the Standard Specifications.

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety shall conform to the California Division of Occupational Safety and Health Construction Safety Orders Title 8, of the California Code of Regulations including Section 5158, "Other Confined Space Operations."

Penalties shall include fines, penalties, and damages; whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include total amounts spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies 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 Federal or State law, regulations or requirements. The Department may retain funds 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. Upon final disposition, the Department will inform the Contractor of the amount withheld.

Full compensation for bat protection, except labor and equipment required for inspections; furnishing, installing, and removing bat exclusionary measures and bat houses, shall be considered as included in the contract prices paid for various items of work involved and no additional compensation will be allowed therefor.

Labor and equipment required for inspections; furnishing, installing, and removing bat exclusionary measures and bat houses, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

A delay in controlling operations due to bats will be considered a temporary suspension of work in accordance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Adjustments will be made for delays that the Engineer determines are not due to the Contractor's failure to perform the provision of the contract in the same manner as for suspensions due to unsuitable weather in Section 8-1.05.

### **10-1.03 WATER POLLUTION CONTROL**

#### **GENERAL**

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

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

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

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

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

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

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

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

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

The WPCM shall be:

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

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

#### **WATER POLLUTION CONTROL PROGRAM**

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

The WPCP shall include water pollution control practices:

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

The WPCP shall include a schedule that:

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

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

- A. Temporary Sediment Control
  - 1. Temporary Gravel Bag Berm
- B. Tracking Control
  - 1. Temporary Construction Entrance
  - 2. Street Sweeping
- C. Non-Storm Water Management
  - 1. Vehicle and Equipment Cleaning and Maintenance
  - 2. Vehicle and Equipment Fueling
  - 3. Structure Removal Adjacent to Water
- D. Waste Management and Materials Pollution Control
  - 1. Concrete Waste Management
  - 2. Material Use
  - 3. Spill Prevention and Control
  - 4. Solid Waste Management
  - 5. Temporary Concrete Washout (Portable)
  - 6. Temporary Concrete Washout Facility

Within 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 15 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

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

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

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

### **IMPLEMENTATION REQUIREMENTS**

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

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

#### **Year-Round**

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

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

#### **Rainy Season**

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 1 and May 1.

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

### **INSPECTION AND MAINTENANCE**

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

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

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

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

## **REPORTING REQUIREMENTS**

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

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

## **PAYMENT**

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

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

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

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

- A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

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

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

### **10-1.04 CONSTRUCTION SITE MANAGEMENT**

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

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

The Contractor shall train all employees and subcontractors regarding:

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

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

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

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

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

### **SPILL PREVENTION AND CONTROL**

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

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

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

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

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

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

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

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

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

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

## **MATERIAL MANAGEMENT**

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

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

- A. Hazardous chemicals including:
  - 1. Acids,
  - 2. Lime,
  - 3. Glues,
  - 4. Adhesives,
  - 5. Paints,
  - 6. Solvents, and
  - 7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;
- E. Plaster;
- F. Petroleum products including:
  - 1. Fuel,
  - 2. Oil, and
  - 3. Grease;
- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

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

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

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

### **Material Storage**

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

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

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

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

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

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

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

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

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

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

### **Stockpile Management**

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

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

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

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

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

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

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

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

## **WASTE MANAGEMENT**

### **Solid Waste**

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

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

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

### **Hazardous Waste**

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

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

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

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

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

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

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

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

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

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

### **Contaminated Soil**

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

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

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

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

#### **Concrete Waste**

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

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

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

#### **Sanitary and Septic Waste**

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

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

#### **Liquid Waste**

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

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

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

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

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

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

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

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

### **NON-STORM WATER MANAGEMENT**

#### **Water Control and Conservation**

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

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

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

### **Illegal Connection and Discharge Detection and Reporting**

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

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

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

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

### **Vehicle and Equipment Cleaning**

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

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

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with AC, HMA, or portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

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

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

### **Vehicle and Equipment Fueling and Maintenance**

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

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

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

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

#### **Material and Equipment Used Over Water**

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

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

#### **Structure Removal Over or Adjacent to Water**

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

The WPCM shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

#### **Paving, Sealing, Sawcutting, and Grinding Operations**

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

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

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

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

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

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

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

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

#### **Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

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

### **Pile Driving**

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The WPCM shall inspect the pile driving area every day for leaks and spills.

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

### **Concrete Curing**

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

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

### **Concrete Finishing**

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

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

### **DEWATERING**

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

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

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

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

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

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

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

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

### **PAYMENT**

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

### 10-1.05 STREET SWEEPING

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

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

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

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

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

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

### MEASUREMENT AND PAYMENT

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

### 10-1.06 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Water Pollution Control Program (WPCP) in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The WPCP shall include the use of temporary concrete washout facilities.

### MATERIALS

#### Plastic Liner

Plastic liners shall be single ply, new polyethylene sheeting, a minimum of 10 mils thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liners shall not have seams or overlapping joints.

#### Gravel-filled Bags

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

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), kilonewtons, min. ASTM Designation: D 4632*	205
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

\* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

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

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

### **Straw Bales**

Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Straw bales shall be a minimum of 14 inches in width, 18 inches in height, 36 inches in length and shall have a minimum weight of 50 pounds. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum of 16 gage in diameter. Nylon or polypropylene string shall be approximately 0.08-inch in diameter with 80 pounds of breaking strength.

### **Stakes**

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots or other defects which would render them unfit for the purpose intended. Wood stakes shall be a minimum 2" x 2" in size. Metal stakes may be used as an alternative, and shall be a minimum of 0.5-inch in diameter. Stakes shall be a minimum of 4 feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's approval before installation.

### **Staples**

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for the Engineer's approval before installation.

### **Signs**

Wood posts for signs shall conform to the provisions in Section 56-2.02B, "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in Section 56-2.02D, "Sign Panel Fastening Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

## **INSTALLATION**

Temporary concrete washout facilities shall be as follows:

1. Temporary concrete washout facilities shall be installed before beginning placement of concrete and located a minimum of 50 feet from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
2. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 56-2.03, "Construction," and Section 56-2.04, "Sign Panel Installation," of the Standard Specifications.
3. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans upon approval of the Engineer.
4. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spills, or overflow.
5. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
6. A plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days before installation.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete and liquid residue shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Temporary concrete washout facilities 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.

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

### **MAINTENANCE**

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. The plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

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

### **MEASUREMENT AND PAYMENT**

Quantities of temporary concrete washout facilities will be measured as units determined from actual count in place.

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

#### **10-1.07 TEMPORARY CONCRETE WASHOUT (PORTABLE)**

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

A portable temporary concrete washout shall consist of a commercially available drum at a minimum size of 55 gallons or alternate container upon written approval from the Engineer. The drum shall be stenciled "Concrete Waste Material." The letters shall be black and 4 inches in height on a white background. The top of the stenciling shall be 12 inches from the top of the barrel.

### **PLACEMENT**

A portable temporary concrete washout shall be as follows:

- A. A portable temporary concrete washout shall be in place prior to placement of concrete and shall be located in the immediate area of the concrete work as approved by the Engineer. The temporary concrete washout shall be located away from construction traffic or public access areas. After initial placement, temporary concrete washout shall be moved as needed for concrete construction work. When the temporary concrete washout is no longer required, as determined by the Engineer, it shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
- B. A sign shall be installed adjacent to each washout at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 12-3.06B, "Portable Signs" of the Standard Specifications. Each portable sign shall consist of a base, framework and a sign panel. The sign panel shall be made out of plywood and shall have a minimum size of 48" x 24". The sign panel shall read "Concrete Washout" with black letters, 6 inches in height, on a white background.
- C. The Contractor shall provide sufficient temporary concrete washout capacity to contain liquid and concrete waste generated by washout operations without seepage or spills.

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

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

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

### **PAYMENT**

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

### **10-1.08 TEMPORARY 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.

### **MATERIALS**

Used materials may be installed provided the used materials conform to these special provisions.

#### **High Visibility Fabric**

High visibility fabric shall be machine produced, orange colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant, shall be a minimum of 4 feet in width with a maximum mesh opening of 2" x 2". 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. Wood posts shall be fir or pine, shall have a minimum cross section of 2" x 2", and a minimum length of 5.25 feet. The end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservative.
- B. Steel posts shall have a "U," "T," "L," or other cross sectional shape that resists failure from lateral loads. Steel posts shall have a minimum weight of 0.75 pounds per linear foot and a minimum length of 5.25 feet. 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.
- 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 24 inches along the length of the steel post.

#### **Signs**

The sign legend and dimensions shall be as shown on the plans. The sign shall be weatherproof and fade-proof and may include plastic laminated printed paper affixed to an inflexible weatherproof backer board. The sign panel shall be affixed to the high visibility fabric with tie wire or locking plastic fasteners. The top of the sign panel shall be flush with the top of the high visibility fabric. Sign panels shall be placed 100 feet apart along the length of the temporary fence (Type ESA), and at each end of the fence.

### **INSTALLATION**

Temporary fence (Type ESA) shall be installed as follows:

- A. All fence construction activities shall be conducted from outside the ESA as shown on the plans or as staked.
- B. Posts shall be embedded in the soil a minimum of 16 inches. Post spacing shall be 8 feet maximum from center to center and shall at all times support the fence in a vertical position.

- C. Temporary fence (Type ESA) shall be constructed prior to clearing and grubbing work, shall enclose the foliage canopy (drip line) of protected plants, and shall not encroach upon visible roots of the plants.

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

**MEASUREMENT AND PAYMENT**

Temporary fence (Type ESA) shall be measured and paid for in the same manner specified for fence (Type BW or WM, wood or metal posts) as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence (Type ESA) shall be considered as included in the contract price paid per linear foot for temporary fence (Type ESA) and no additional compensation will be allowed therefor.

**10-1.09 TEMPORARY GRAVEL BAG BERM**

Temporary gravel bag berms shall be furnished, installed, maintained, and later removed at the locations shown on the approved Water Pollution Control Program in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Temporary gravel bag berms shall be one of the water pollution control practices for sediment control. The Water Pollution Control Program shall include the use of temporary gravel bag berms.

**MATERIALS**

**Gravel-filled Bags**

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

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), pounds, min. ASTM Designation: D 4632*	200
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

\* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

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

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

**INSTALLATION**

Temporary gravel bag berms shall be installed as follows:

- A. A single layer of gravel bags shall be placed with ends abutted tightly and not overlapped.
- B. The bedding area for the temporary gravel bag berm shall be cleared of obstructions, including rocks, clods, and debris greater than one inch in diameter, prior to installation.
- C. Temporary gravel bag berms shall be installed approximately parallel to the slope contour.
- D. The last 6 feet of the temporary gravel bag berm shall be angled up-slope.

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

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

**MAINTENANCE**

Temporary gravel bag berms shall be maintained to provide a sediment holding capacity of approximately 1/3 the height of the gravel bag berm above the ground. When sediment exceeds this height, or when directed by the Engineer, sediment shall be removed. Removed sediment shall be deposited within the project limits in such a way that the sediment is not subject to erosion by wind or by water.

Temporary gravel bag berms shall be repaired or replaced on the same day the damage occurs. Damage to the temporary gravel bag berm resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

**MEASUREMENT AND PAYMENT**

Quantities of temporary gravel bag berm to be paid for will be determined by the linear foot, measured along the centerline of the installed temporary gravel bag berm.

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

**10-1.10 TEMPORARY CONSTRUCTION ENTRANCE**

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

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

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

**MATERIALS**

**Temporary Entrance Fabric**

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

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

Temporary entrance fabric shall conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	6.5
Grab tensile strength (one inch grip), pounds, min. ASTM Designation: D 4632*	200
Elongation at break, percent min. ASTM Designation: D 4632*	50
Toughness, pounds, min. (percent elongation x grab tensile strength)	12,000

\* or appropriate test method for specific polymer

## **Rocks**

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

Square Screen Size (inch)	Percentage Passing	Percentage Retained
6	100	0
3	0	100

## **Corrugated Steel Panels**

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

## **INSTALLATION**

Temporary construction entrances shall be installed as follows:

1. Before placing the temporary entrance fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Trash, debris, and removed vegetation shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
2. A sump shall be constructed within 20 feet of each temporary construction entrance as shown on the plans.
3. Before placing the temporary entrance fabric, the ground shall be graded to a uniform plane. The relative compaction of the top 1.5 feet shall be not less than 90 percent. The ground surface shall be free of sharp objects that may damage the temporary entrance fabric, and shall be graded to drain to the sump as shown on the plans.
4. Temporary entrance fabric shall be positioned longitudinally along the alignment of the entrance, as directed by the Engineer.
5. The adjacent ends of the fabric shall be overlapped a minimum length of 12 inches.
6. Rocks to be placed directly over the fabric shall be spread in the direction of traffic, longitudinally and along the alignment of the temporary construction entrance.
7. During spreading of the rocks, vehicles or equipment shall not be driven directly on the fabric. A layer of rocks a minimum 6 inches thick shall be placed between the fabric and the spreading equipment to prevent damage to the fabric.
8. For Type 2 temporary construction entrances, a minimum of 6 coupled panel sections shall be installed for each temporary construction entrance. Before installing the panels, the ground surface shall be cleared of all debris to ensure uniform contact with the ground surface.

Fabric damaged during rock placement shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 18-inch overlap on all edges.

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

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

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

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

## **MAINTENANCE**

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

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

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

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

## **MEASUREMENT AND PAYMENT**

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

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

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

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

### **10-1.11 PROGRESS SCHEDULE (CRITICAL PATH METHOD)**

#### **GENERAL**

##### **Summary**

Critical path method (CPM) progress schedules are required for this project. Whenever the term "schedule" is used in this section it means CPM progress schedule.

The provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications do not apply.

##### **Definitions**

The following definitions apply to this section:

**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.

**baseline schedule:** The initial schedule representing the Contractor's work plan on the first working day of the project.

**contract completion date:** The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.

**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.

**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.

**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."

**float:** The difference between the earliest and latest allowable start or finish times for an activity.

**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.

**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.

**scheduled completion date:** The planned project finish date shown on the current accepted schedule.

**time-scaled network diagram:** A graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

**total float:** The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

**updated schedule:** A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

## **Submittals**

### **General Requirements**

Submit to the Engineer baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Work must be executed in the sequence indicated on the current accepted schedule.

Schedules must show the order in which you propose to prosecute the work with logical links between time-scaled work activities and calculations made using the critical path method to determine the controlling activities. You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

Produce schedules using computer software and submit compatible software for the Engineer's exclusive possession and use. Submit network diagrams and schedule data as parts of each schedule submittal.

Schedules must include applicable activities that show the following:

1. Project characteristics, salient features, or interfaces, including those with outside entities, that could affect time of completion
2. Project start date, scheduled completion date and other milestones
3. Work performed by you, your subcontractors, and suppliers
4. Submittal development, delivery, review and approval, including those from you, your subcontractors, and suppliers
5. Procurement, delivery, installation, and testing of materials, plants and equipment
6. Testing and settlement periods
7. Utility notification and relocation
8. Erection and removal of falsework and shoring
9. Major traffic stage switches
10. Finishing roadway and final cleanup

Schedule activities must include the following:

1. A clear and legible description.
2. Start and finish dates.
3. 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.
4. At least one predecessor and one successor activity, except for project start and finish milestones.
5. Required constraints. Constraints other than those required by the special provisions may be included only if authorized by the Engineer.

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve you of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit corrected schedules to the Engineer within 7 days of notification by the Engineer, at which time a new review period of 7 days will begin.

Errors or omissions on schedules do not relieve you 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 you or the Engineer discover that any aspect of the schedule has an error or omission, you must correct it on the next updated schedule.

### **Computer Software**

Submit to the Engineer for review a description of proposed schedule software to be used. After the Engineer accepts the proposed software, submit schedule software and all original software instruction manuals. All software must be compatible with the current version of the Windows operating system in use by the Engineer. The schedule software must include:

1. Latest version of Primavera SureTrak Project Manager for Windows, or equivalent
2. Latest version of schedule-comparing HST SureChange, or equivalent

If a schedule software equivalent to SureTrak is proposed, it must be capable of generating files that can be imported into SureTrak. The schedule-comparing software must be compatible with schedule software submitted and must be able to compare two schedules and provide reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties.

The schedule software and schedule-comparing software will be returned to you before the final estimate. The Department will compensate you as specified in Section 4-1.03, "Extra Work," of the Standard Specifications for replacement of software or manuals damaged, lost, or stolen after delivery to the Engineer.

Instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within 15 days of contract approval, provide a commercial 8-hour training session for 2 Department employees in the use of the software at a location acceptable to the Engineer. It is recommended that you also send at least 2 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software. If schedule software other than SureTrak is submitted, then the training session must be a total of 16-hours for each Department employee.

### **Network Diagrams, Reports, and Data**

Include the following with each schedule submittal:

1. Two sets of originally plotted, time-scaled network diagrams
2. One read-only compact disk or floppy diskette containing the schedule data

The time-scaled network diagrams must conform to the following:

1. Show a continuous flow of information from left to right
2. Be based on early start and early finish dates of activities
3. Clearly show the critical path using graphical presentation
4. Be prepared on 11" x 17" or larger size
5. Include a title block and a timeline on each page

### **Baseline Schedule**

Submit to the Engineer a baseline schedule within 20 days of approval of the contract. Allow 20 days for the Engineer's review after the baseline schedule and all support data are submitted. Beginning the week the baseline schedule is first submitted, meet with the Engineer weekly to discuss and resolve schedule issues until the baseline schedule is accepted.

The baseline schedule must include the entire scope of work and must show how you plan to complete all work contemplated. The baseline schedule must show the activities that define the critical path. Multiple critical paths and near-critical paths must be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities must be critical or near critical, unless otherwise authorized by the Engineer.

The baseline schedule must not extend beyond the number of working days originally provided in these special provisions. The baseline schedule must have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule must not attribute negative float or negative lag to any activity.

### **Updated Schedule**

Submit an updated 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. Allow 15 days for the Engineer's review after the updated schedule and all support data are submitted, except that the review period will not start until any previous month's required schedule is accepted. Updated schedules that are not accepted or rejected within the review period are considered accepted by the Engineer.

The updated schedule must have a data date of the 21st day of the month or other date established by the Engineer. The updated schedule must show the status of work actually completed to date and the work yet to be performed as planned. In addition, the updated schedule must show any proposed schedule modifications including adding or deleting activities or changing activity constraints, durations, or logic. Justify 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 Updated Schedule**

Submit a final updated schedule with actual start and finish dates for the activities within 30 days after completion of contract work. Provide a written certificate with this submittal signed by your project manager or an officer of the company stating, "To my knowledge and belief, the enclosed final updated 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.

### **PAYMENT**

Full compensation for the required schedules and software is considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

**10-1.12 OBSTRUCTIONS**

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

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

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

Notification Center	Telephone Number
Underground Service Alert	811

**10-1.13 DUST CONTROL**

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

**10-1.14 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.

A 30" x 30" C23 (Road Work Ahead) sign shall be furnished and placed at locations where traffic approaches a bridge that has work underway. The signs shall be portable signs conforming to the provisions in Section 12-3.06, "Construction Area Signs," and Section 12-3.06B, "Portable Signs," of the Standard Specifications, except that the sign panel base material shall not be plywood. An orange or fluorescent red-orange flag not less than 16 inches square shall be attached to each sign. The exact location of the signs will be determined by the Engineer. The signs shall not be used until they are needed, shall be maintained in place when cleaning and painting operations are being performed, and shall be removed at the end of each day's work.

Separate individual signs, each approximately 4 feet square with the words "CLEANING AND PAINTING OPERATIONS" in black letters approximately 4 inches high and the Contractor's name, address and telephone number, on an orange background, shall be furnished and placed. The signs shall be in place at times when cleaning and painting operations are under way and shall be placed near each of the C23 (Road Work Ahead) signs.

Full compensation for furnishing, placing, maintaining, and removing the construction area signs shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

Attention is directed to "Railroad Relations and Insurance" of these special provisions regarding occupancy of the railroad right of way.

The Contractor shall not occupy any portion of the traveled way on the bridge.

Supply lines may be laid along the top of curbs adjacent to railing posts, provided the supply lines do not interfere with public traffic. These lines shall be removed when work is not in progress.

**10-1.15 TEMPORARY CRASH CUSHION MODULE**

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

Attention is directed to "Public Safety" 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 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

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

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

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

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

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

Temporary crash cushion modules 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 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

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

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

#### **10-1.16 EXISTING HIGHWAY FACILITIES**

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

## **EXISTING PAINT SYSTEMS**

The existing paint systems on Bridge Number 53C-48 consist of Zinc, Chromate, and Red Lead. Any work that disturbs the existing paint system will expose workers to health hazards and will (1) produce debris containing heavy metal in amounts that exceed the thresholds established in Titles 8 and 22 of the California Code of Regulations or (2) produce toxic fumes when heated. All debris produced when the existing paint system is disturbed shall be contained.

### **Debris Containment and Collection Program**

Prior to starting work, the Contractor shall submit a debris containment and collection program to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, for debris produced when the existing paint system is disturbed. The program shall identify materials, equipment, and methods to be used when the existing paint system is disturbed and shall include working drawings of containment systems, loads applied to the bridge by containment structures, and provisions for ventilation and air movement for visibility and worker safety.

If the measures being taken by the Contractor are inadequate to provide for the containment and collection of debris produced when the existing paint system is disturbed, the Engineer will direct the Contractor to revise the operations and the debris containment and collection program. The directions will be in writing and will specify the items of work for which the Contractor's debris containment and collection program is inadequate. No further work shall be performed on the items until the debris containment and collection program is adequate and, if required, a revised program has been approved for the containment and collection of debris produced when the existing paint system is disturbed.

The Engineer will notify the Contractor of the approval or rejection of the submitted or revised debris containment and collection program within 2 weeks of submittal of the Contractor's program or revised program.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised debris containment and collection program, nor for delays to the work due to the Contractor's failure to submit an acceptable program.

Full compensation for the debris containment and collection program shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

### **Safety and Health Provisions**

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety shall conform to the California Code of Regulations, Title 8, Construction Safety Orders, including Section 1532.1, "Lead."

The Contractor shall furnish the Engineer a written Code of Safe Practices and shall implement an Injury and Illness Prevention Program and a Hazard Communication Program in conformance with the requirements of Construction Safety Orders, Sections 1509 and 1510.

Prior to starting work that disturbs the existing paint system, and when revisions to the program are required by Section 1532.1, "Lead," the Contractor shall submit the compliance programs required in subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The compliance programs shall include the data specified in subsections (e)(2)(B) and (e)(2)(C) of Section 1532.1, "Lead." Approval of the compliance programs by the Engineer will not be required. The compliance programs shall be reviewed and signed by a Certified Industrial Hygienist (CIH) who is certified in comprehensive practice by the American Board of Industrial Hygiene (ABIH). Copies of all air monitoring or jobsite inspection reports made by or under the direction of the CIH in conformance with Section 1532.1, "Lead," shall be furnished to the Engineer within 10 days after the date of monitoring or inspection.

Full compensation for furnishing the Engineer with the submittals and for implementing the programs required by this safety and health section shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

### **Debris Handling**

Debris produced when the existing paint system is disturbed shall not be temporarily stored on the ground. Debris accumulated inside the containment system shall be removed before the end of each work shift. Debris shall be stored in approved, leak proof containers and shall be handled in such a manner that no spillage will occur.

Disposal of debris produced when the existing paint system is disturbed shall be performed in conformance with all applicable Federal, State, and local hazardous waste laws. Laws that govern this work include:

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

Except as otherwise provided herein, debris produced when the existing paint system is disturbed shall be disposed of by the Contractor at an approved Class 1 disposal facility in conformance with the requirements of the disposal facility operator. The debris shall be hauled by a transporter currently registered with the California Department of Toxic Substances Control using correct manifesting procedures and vehicles displaying current certification of compliance. The Contractor shall make all arrangements with the operator of the disposal facility and perform any testing of the debris required by the operator.

At the option of the Contractor, the debris produced when the existing paint system is disturbed may be disposed of by the Contractor at a facility equipped to recycle the debris, subject to the following requirements:

- A. Copper slag abrasive blended by the supplier with a calcium silicate compound shall be used for blast cleaning.
- B. The debris produced when the existing paint system is disturbed shall be tested by the Contractor to confirm that the solubility of the heavy metals is below regulatory limits and that the debris may be transported to the recycling facility as a nonhazardous waste.
- C. The Contractor shall make all arrangements with the operator of the recycling facility and perform any testing of the debris produced when the existing paint system is disturbed that is required by the operator.

Full compensation for debris handling and disposal shall be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

### **BRIDGE REMOVAL PORTION**

Removing bridges or portions of bridges shall conform to the provisions in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

Bridge removal (portion) consists, in general, of removing portions of columns and existing bolts at rocker bearings as shown on the plans at the following location.

Schuyler Heim Bridge  
Br. No. 53C-48

Removed materials that are not to be salvaged or used in the reconstruction 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.

The Contractor shall submit a complete bridge removal plan to the Engineer for each bridge listed above, detailing procedures, sequences, and all features required to perform the removal in a safe and controlled manner.

The bridge removal plan shall include, but not be limited to the following:

- A. The removal sequence, including staging of removal operations.
- B. Equipment locations on the structure during removal operations.
- C. Temporary support shoring or temporary bracing.
- D. Locations where work is to be performed over traffic, utilities, or railroad property.
- E. Details, locations, and types of protective covers to be used.
- F. Measures to assure that people, property, utilities, and improvements will not be endangered.
- G. Details and measures for preventing material, equipment, and debris from falling onto public traffic, or railroad property.

The bridge removal plan shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings, design calculations, and the time for reviewing bridge removal plans shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications.

For bridge removal over railroads, approval by the Engineer of the bridge removal plans will be contingent upon the drawings being satisfactory to the railroad company involved.

Temporary support shoring, temporary bracing, and protective covers over railroads, shall conform to the latest guidelines of the railroad company involved and shall provide the minimum clearances required under "Railroad Relations and Insurance Requirements" of these special provisions for the passage of railroad traffic.

The following additional requirements apply to the removal of bridges or portions of bridges whenever the removal work is to be performed over public traffic or railroad property:

- A. A protective cover shall be constructed before beginning bridge removal work. The protective cover shall be supported by shoring, falsework, or members of the existing structure. The Contractor shall be responsible for designing and constructing safe and adequate protective covers, shoring, and falsework with sufficient strength and rigidity to support the entire load to be imposed.
- B. Bridge removal methods shall be described in the working drawings, supported by calculations with sufficient details to substantiate live loads used in the protective cover design. Dead and live load values assumed for designing the protective cover shall be shown on the working drawings.
- C. The protective cover shall prevent any materials, equipment, or debris from falling onto public traffic or railroad property. The protective cover shall have a minimum strength equivalent to that provided by good, sound Douglas fir planking having a nominal thickness of 2 inches. Additional layers of material shall be furnished as necessary to prevent fine materials or debris from sifting down upon the traveled way and shoulders.
- D. During the removal of bridge segments, and when portions of the bridge, such as deck slabs or box girder slabs, comply with the requirements for the protective cover, a separate protective cover need not be constructed.
- E. The protective cover shall provide the openings specified under "Maintaining Traffic" of these special provisions, except that when no openings are specified for bridge removal, a vertical opening of 15 feet and a horizontal opening of 32 feet shall be provided for the passage of public traffic.
- F. Falsework or supports for protective covers shall not extend below the vertical clearance level nor to the ground line at any location within the roadbed.
- G. The construction of the protective cover as specified herein shall not relieve the Contractor of responsibilities specified in Section 7-1.12A, "Indemnification," and Section 7-1.12B, "Insurance," of the Standard Specifications.
- H. Before removal of the protective cover, the Contractor shall clean the protective cover of all debris and fine material.

#### **REMOVE RIVET**

Removing rivets shall conform to the requirements in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to Section 7-1.09, "Public Safety," and Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

Attention is directed to "Existing Paint Systems," elsewhere in these special provisions regarding existing paint systems containing Zinc, Chromate, and Red Lead.

Furnishing and installing bolts at rivet removal locations, as shown on the plans, will be measured and paid for as specified in "Steel Structures," elsewhere in these special provisions.

The Contractor shall submit to the Engineer for approval the proposed method for rivet removal in accordance with the requirements in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The Contractor shall demonstrate the proposed method for rivet removal using the equipment and procedures proposed for the work. Specific rivets to be removed for the demonstrations will be determined by the Engineer. The Engineer shall be notified a minimum of 24 hours prior to the Contractor performing any rivet removal demonstrations.

Rivet removal, other than removal for the demonstrations, will not be permitted until the removal method has been approved by the Engineer. The Engineer will notify the Contractor one week after the removal demonstration whether the proposed methods are approved or rejected.

In the event that the Engineer determines that rivet removal work is resulting in damage to the existing steel, the Contractor shall cease rivet removal operations until a new proposed method for rivet removal has been approved by the Engineer.

Rivets to be removed shall have their head chipped off and the shank driven, drilled, or cored out. Care shall be taken not to enlarge rivet holes or to damage remaining material. Burning will not be permitted. The Contractor shall demonstrate removal methods using heat to the Engineer. Heat resulting from any removal method shall not damage rivet holes or the surrounding materials.

Where existing rivets are removed, and the resulting holes require enlargement, the holes shall be enlarged by not more than one-sixteenth inch (1/16-inch) in diameter greater than the nominal bolt diameter shown on the plans. Holes shall be enlarged by reaming.

At locations where surrounding material has been damaged as a result of the Contractor's operations, and reaming of more than one-sixteenth inch (1/16-inch) in diameter greater than the nominal bolt diameter shown on the plans, is required, and the installation of an oversize bolt is required, the surrounding material shall be repaired, and reaming and the installation of an oversize bolt, shall be at the Contractor's expense.

At locations where rivet holes contain cracked, torn, or otherwise damaged material due to conditions other than the Contractor's operations, the Contractor shall ream the hole and install an oversized bolt. Additional reaming more than 1/16 inch in diameter than the nominal bolt diameter shown on the plans, including the difference between the actual cost of the bolt shown on the plans and the oversized bolt, shall be done as directed by the Engineer and will be paid for as extra work as provided in Section 4-1.03 D of the Standard Specifications. Installing oversized bolts shall be at the Contractor's expense.

Inside surfaces of holes remaining after rivet removal or reaming shall be painted in accordance to and be measured and paid for as specified for existing steel surfaces in "Clean and Paint Existing Structural Steel" elsewhere in these special provisions.

Remove rivet will be measured and paid for by unit removed as shown on the plans.

The contract unit price paid for remove rivet shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing rivets, including submitting the proposed method for rivet removal, and demonstrating the proposed method, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Full compensation for enlarging rivets holes by not more than 1/16 inch in diameter greater than the nominal bolt diameter shown on the plans, shall be considered as included in the contract unit price paid for remove rivet and no additional compensation will be allowed therefor.

### **10-1.17 CONCRETE STRUCTURES**

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

#### **GENERAL**

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately 1/4 inch by abrasive blasting, water blasting, or mechanical equipment.

#### **ELASTOMERIC BEARING PADS**

Elastomeric bearing pads shall conform to the provisions in Section 51-1.12H, "Elastomeric Bearing Pads," of the Standard Specifications and these special provisions.

#### **MEASUREMENT AND PAYMENT**

Measurement and payment for concrete in structures shall conform to the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for roughening existing concrete surfaces to a full amplitude of approximately 1/4 inch, where shown on the plans, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge and no separate payment will be made therefor.

Full compensation for elastomeric bearing pads shall be considered as included in the contract price paid per pound for Miscellaneous Metal (Restrainer-Cable Type) (Modified) and no additional compensation will be allowed therefor.

### **10-1.18 DRILL AND BOND DOWELS**

Drilling and bonding dowels shall conform to the details shown on the plans, the provisions in Section 83-2.02D(1), "General," of the Standard Specifications, and these special provisions.

Dowels shall conform to the provisions for bar reinforcement in "Reinforcement" of these special provisions.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Unless otherwise provided, dowels to be bonded into drilled holes will be paid for as bar reinforcing steel (bridge).

Unless otherwise provided, drilling and bonding dowels will be measured and paid for by the linear foot determined by the number and the required depth of holes as shown on the plans or as ordered by the Engineer.

The contract price paid per linear foot for drill and bond dowel shall include full compensation for furnishing all labor, materials (except reinforcing steel dowels), tools, equipment, and incidentals, and for doing all the work involved in drilling the holes, including coring through reinforcement when approved by the Engineer, and bonding the dowels, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.19 REINFORCEMENT**

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The Department's mechanical splices prequalified list can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

The provisions in "Welding Quality Control" of these special provisions shall not apply to resistance butt welding.

### 10-1.20 STEEL STRUCTURES

Construction of steel structures shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

Structural steel (bridge) shall consist of high strength fastener assemblies and hinge retrofit brackets steel plates, shapes, and bars.

#### GENERAL

Attention is directed to "Welding" in Section 8, "Materials," of these special provisions.

#### MATERIALS

High-strength fastener assemblies and other bolts attached to structural steel with nuts and washers shall be cleaned and painted with a single coat of inorganic zinc in conformance with the provisions in Sections 59-2, "Painting Structural Steel," and 91, "Paint," of the Standard Specifications and these special provisions. High-strength fastener assemblies and other bolts attached to structural steel with nuts and washers shall not be zinc coated.

#### SURFACE PREPARATION

For all bolted connections, the new contact surfaces and inside surfaces of bolt holes shall be cleaned and coated before assembly in conformance with the provisions for cleaning and painting structural steel of these special provisions.

#### SEALING

The perimeter around all direct tension indicator gaps shall be completely sealed with non-silicone type sealing compound conforming to the provisions in Federal Specification TT-S-230, Type II. The sealant shall be gray in color and have a minimum thickness of 50 mils. If painting is required, the sealing compound shall be applied prior to painting.

When zinc-coated tension control bolts are used, the sheared end of each fastener shall be completely sealed with non-silicone type sealing compound conforming to the provisions in Federal Specification TT-S-230, Type II. The sealant shall be gray in color and shall have a minimum thickness of 50 mils. The sealant shall be applied to a clean sheared surface on the same day that the splined end is sheared off.

#### WELDING

Table 2.2 of AWS D1.5 is superseded by the following table:

Base Metal Thickness of the Thicker Part Joined, inches	Minimum Effective Partial Joint Penetration Groove Weld Size*, inches
Over 1/4 to 1/2 inclusive	3/16
Over 1/2 to 3/4 inclusive	1/4
Over 3/4 to 1-1/2 inclusive	5/16
Over 1-1/2 to 2-1/4 inclusive	3/8
Over 2-1/4 to 6 inclusive	1/2
Over 6	5/8

\* Except the weld size need not exceed the thickness of the thinner part

#### MEASUREMENT AND PAYMENT

The contract price paid per pound for structural steel (bridge) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and erecting structural steel, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### 10-1.21 FURNISH SIGN

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

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

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

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

[http://mutcd.fhwa.dot.gov/ser-shs\\_millennium.htm](http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm)

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

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

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

### **SHEET ALUMINUM**

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

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

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

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

Base plate for standard route marker shall be die cut.

### **RETROREFLECTIVE SHEETING**

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

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

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

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

### **PROCESS COLOR AND FILM**

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

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

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

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

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

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

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

### **SINGLE SHEET ALUMINUM SIGN**

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

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

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

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

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

### **FIBERGLASS REINFORCED PLASTIC PANEL SIGN**

The Contractor shall furnish fiberglass reinforced plastic panel sign in accordance with ASTM Designation: D 3841 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Fiberglass reinforced plastic shall be acrylic modified and ultraviolet stabilized for outdoor weatherability. The plastic shall contain additives designed to suppress fire ignition and flame propagation. When tested in accordance with the requirements in the ASTM Designation: D 635, the extent of burning shall not exceed one inch.

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

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

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

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

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

### **10-1.22 CLEAN AND PAINT STRUCTURAL STEEL**

New metal surfaces shall be cleaned and painted in conformance with the provisions in Section 59-2, "Painting Structural Steel," Section 59-3, "Painting Galvanized Surfaces," and Section 91, "Paint," of the Standard Specifications and these special provisions.

#### **GENERAL**

Before performing any painting or paint removal, 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 Painting Quality Work Plan (PQWP) for each item of work for which painting or paint removal is to be performed. As a minimum, each PQWP shall include the following:

- A. The name of each Contractor or subcontractor to be used.
- B. One copy each of all current ASTM and "SSPC: The Society for Protective Coatings" specifications or qualification procedures applicable to the painting or paint removal to be performed. These documents shall become the permanent property of the Department.
- C. A copy of the coating manufacturer's guidelines and recommendations for surface preparation, painting, drying, curing, handling, shipping, and storage of painted structural steel, including testing methods and maximum allowable levels for soluble salts.
- D. Proposed materials, methods, and equipment to be used for any paint application.

- E. Proposed methods to control environmental conditions in accordance with the manufacturer's recommendations and these special provisions.
- F. Proposed methods to protect the coating during curing, shipping, handling, and storage.
- G. Proposed rinse water collection plan.
- H. A detailed paint repair plan for the repair of damaged areas.
- I. Procedures for containing blast media and water during application of coatings and coating repair of erected steel.
- J. Examples of proposed daily reports for all testing to be performed, including type of testing, location, lot size, time, weather conditions, test personnel, and results.

Certification in conformance with the requirements in SSPC-QP, SSPC-QP 2, and SSPC-QP 3 of the "SSPC: The Society of Protective Coatings" will not be required for cleaning and painting of hinge retrofit brackets and high-strength fastener assemblies and other bolts attached to structural steel with nuts and washers.

Before submitting the PQWP, a prepainting meeting between the Engineer, the Contractor, and a representative from each entity performing painting for this project shall be held to discuss the requirements for the PQWP.

The Engineer shall have 20 days to review the PQWP submittal after a complete plan has been received. No painting or paint removal shall be performed until the PQWP for that work is approved by the Engineer. Should the Engineer fail to complete the review 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 reviewing the PQWP, 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.

The Engineer's approval of the Contractor's PQWP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications.

The Contractor shall provide enclosures to permit cleaning and painting during inclement weather. Provisions shall be made to control atmospheric conditions inside the enclosures within specified limits during cleaning and painting operations, drying to solvent insolubility, and throughout the curing period in accordance with the manufacturer's recommendations and these special provisions. Full compensation for providing and maintaining such enclosures shall be considered as included in the prices paid for the various contract items of work requiring paint and no additional compensation will be allowed therefor.

Fresh, potable water with a maximum chloride content of 75 ppm and a maximum sulfate content of 200 ppm shall be used for water rinsing or pressure washing operations. No continuous recycling of rinse water will be permitted. If rinse water is collected into a tank and subsequent testing determines the collected water conforms to the specified requirements, reuse may be permitted by the Engineer if no collected water is added to the tank after sample collection for determination of conformance to specified requirements.

## **CLEANING**

New metal surfaces, except where galvanized, shall be dry blast cleaned in conformance with the requirements in SSPC-SP 10, "Near White Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave surfaces with a dense, uniform, angular anchor pattern of not less than 1.5 mils nor more than 3.5 mils as measured in conformance with the requirements in ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel surfaces shall conform to the requirements for Class A, Grade 2 to 3 abrasives contained in SSPC-AB 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings," and shall not contain hazardous material.

Steel abrasives used for blast cleaning steel surfaces shall comply with the requirements of SSPC-AB 3, "Ferrous Metallic Abrasive," of the "SSPC: The Society for Protective Coatings." If steel abrasive is recycled through shop or field abrasive blast cleaning units, the recycled abrasive shall conform to the requirements of SSPC-AB 2, "Specification for Cleanliness of Recycled Ferrous Metallic Abrasive," of the "SSPC: The Society for Protective Coatings."

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished before use for each shipment of blast cleaning material for steel.

The inside surfaces of bolt holes shall be cleaned in conformance with the requirements in SSPC-SP 1, "Solvent Cleaning," of the "SSPC: The Society for Protective Coatings," and visible rust shall be removed.

Abrasive blast cleaned surfaces shall be tested by the Contractor for soluble salts using a Class A or B retrieval method as described in Technology Guide 15, "Field Methods for Retrieval and Analysis of Soluble Salts on Steel and other Nonporous Substrates," of the "SSPC: The Society for Protective Coatings," and cleaned so the maximum level of soluble salts does not exceed the lesser of the coating manufacturer's written recommendations or 10 micrograms per square centimeter. Areas of abrasive blast cleaned steel shall be tested at the rate of 3 tests for the first 1,000 square feet prepared per day, and one test for each additional 1,000 square feet or portion thereof, at locations selected by the Engineer. When less than 1,000 square feet of surface area is prepared in a shift, at least 2 tests shall be performed. If levels of soluble salts exceed the maximum allowed by these special provisions, the entire area represented by the testing will be rejected. The

Contractor shall perform additional cleaning and testing of rejected areas until soluble salt levels conform to these requirements.

Corners shall be chamfered to remove sharp edges.

Thermal cut edges (TCEs) to be painted shall be conditioned before blast cleaning by shallow grinding or other method approved by the Engineer to remove the thin, hardened layer of material resulting from resolidification during cooling.

Visually evident base metal surface irregularities and defects shall be removed in accordance with ASTM Designation: A 6 or AASHTO Designation: M 160 before blast cleaning steel. When material defects exposed by blast cleaning are removed, the blast profile shall be restored by either blast cleaning or by using mechanical tools in accordance with SSPC-SP 11, "Power Tool Cleaning to Bare Metal," of the "SSPC: The Society for Protective Coatings."

## **PAINTING**

Blast cleaned surfaces shall receive a single undercoat consisting of an inorganic zinc coating conforming to the requirements in AASHTO Designation: M 300, Type I or Type II, except that:

1. The first 3 sentences of Section 5.6, "Primer Field Performance Requirements," shall not apply for Type II coatings, and
2. The entire Section 5.6.1 shall not apply for either type of inorganic zinc coating.

If the Contractor proposes to use a Type I coating, the Contractor shall furnish to the Engineer for review documentation as required in Section 5.6 of AASHTO Designation: M 300. The Contractor shall allow the Engineer 30 days to review the proposal. Type I coatings selected for use shall meet the current applicable volatile organic compound limits for the air district in which the project is located.

If the Contractor proposes to use a Type II coating, the coating shall be selected from the qualified products list, which may be obtained from the Transportation Laboratory.

The inside surfaces of bolt holes shall be painted with one application of a zinc rich primer (organic vehicle type) after the application of the undercoat of inorganic zinc on adjacent steel. The steel surfaces adjacent to the bolt holes shall be kept clean and protected from drippings during the application of the primer.

The color of the final application of inorganic zinc coating shall match Federal Standard 595B, No. 36373.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 8 hours of the start of blast cleaning. Abrasive blast cleaned steel shall not be exposed to relative humidity exceeding 85 percent before application of inorganic zinc coating.

The total dry film thickness of all applications of the inorganic zinc undercoat, including the surfaces of outside existing members within the grip under bolt heads, nuts, and washers, shall be not less than 4 mils nor more than 8 mils, except that the total dry film thickness on each faying (contact) surface of high strength bolted connections shall be between one mil and the maximum allowable dry film thickness for Class B coatings as determined by certified testing in conformance with Appendix A of the "Specification for Structural Joints Using ASTM A325 or A490 Bolts" of the Research Council on Structural Connections (RCSC Specification). Unless otherwise stated, all inorganic zinc coatings used on faying surfaces shall meet the slip coefficient requirements for a Class B coating on blast-cleaned steel, as specified in the RCSC Specification. The Contractor shall provide results of certified testing showing the maximum allowable dry film thickness for the Class B coating from the qualifying tests for the coating chosen, and shall maintain the coating thickness on actual faying surfaces of the structure at or below this maximum allowable coating thickness.

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Steel surfaces coated with Type II inorganic zinc coating shall be protected from conditions that may cause the coating film to dissolve. The Contractor, at the Contractor's expense, shall repair areas where the coating has dissolved by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

Dry spray, or overspray, as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the "SSPC: The Society for Protective Coatings," shall be removed before application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

The Contractor shall test the inorganic zinc coating. The locations of the tests will be determined by the Engineer. The Contractor shall determine the sequence of the testing operations. The testing for adhesion and hardness shall be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. Satisfactory access shall be provided to allow the Engineer to determine the location of the tests.

The inorganic zinc coating shall pass the following tests:

- A. The inorganic zinc coating shall have a minimum adhesion to steel of 600 psi when measured using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Engineer will select 3 locations per girder or 1,000 square feet of painted surface, whichever is less, for adhesion testing. If less than 1,000 square feet of steel is painted in a work shift, the Engineer will select 3 areas painted during the work shift for testing. If 2 or more of the locations tested fail to meet adhesion requirements, the entire area represented by the tests will be rejected. If one of the locations tested fails to meet adhesion requirements, an additional 3 locations shall be tested. Should any of the additional locations fail to meet adhesion requirements, the entire area represented by the tests will be rejected. The Contractor, at the Contractor's expense, shall repair the rejected area by blast cleaning and repainting with inorganic zinc to the specified thickness. Test locations for areas of inorganic zinc meeting adhesion testing requirements shall be repaired by application of organic zinc primer as specified in Section 91-1.04, "Materials," of the Standard Specifications to the specified minimum dry film thickness.
- B. The inorganic zinc coating shall exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter. Inorganic zinc coating that is powdery, soft, or does not exhibit a polished metal surface, as determined by the Engineer, shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

#### **Additional Requirements for Water Borne Inorganic Zinc Primers**

- A. The surface pH of the inorganic zinc primer shall be tested by wetting the surface with de-ionized water for a minimum of 15 minutes but no longer than 30 minutes and applying pH paper with a capability of measuring in increments of 0.5 pH units. At least 2 surface pH readings shall be taken for every 500 square feet or portion thereof. If less than 500 square feet of steel is coated in a single shift or day, at least 2 surface pH readings shall be taken for primer applied during that period. Application of finish coats will not be permitted until the surface pH is less than or equal to 7.
- B. Dry to solvent insolubility for water borne inorganic zinc primers shall be determined in conformance with the requirements in ASTM Designation: D 4752, except that water shall be the solvent. The resistance rating shall be not less than 4. Areas of inorganic zinc coating shall be tested for solvent insolubility at the rate of one test per 500 square feet or portion thereof. Inorganic zinc coating represented by the tested area that does not meet the solvent insolubility requirements will be rejected. The Contractor, at the Contractor's expense, shall repair rejected areas by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

#### **Additional Requirements for Solvent Borne Inorganic Zinc Primers**

- A. Dry to solvent insolubility for solvent borne inorganic zinc primers shall be determined in conformance with the requirements in ASTM Designation: D 4752. The resistance rating shall be not less than 4. Areas of inorganic zinc coating shall be tested for solvent insolubility at the rate of one test per 500 square feet or portion thereof. Inorganic zinc coating represented by the tested area that does not meet the solvent insolubility requirements will be rejected. The Contractor, at the Contractor's expense, shall repair rejected areas by blast cleaning and repainting with inorganic zinc coating to the specified thickness.
- B. Surface hardness of solvent borne inorganic zinc shall be a minimum 2H when measured in conformance with the requirements in ASTM Designation: D 3363. Areas of inorganic zinc coating shall be tested at the rate of one test per 500 square feet or portion thereof. Inorganic zinc coating that fails to meet the surface hardness requirements shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

The Contractor, at the Contractor's expense, shall retest all rejected areas of inorganic zinc coating after repairs have been completed.

Except at bolted connections, the total dry film thickness of all applications of the single undercoat of inorganic zinc coating shall be not less than 4 mils nor more than 8 mils.

Finish coats and final coats will not be required.

#### **10-1.23 CLEAN AND PAINT EXISTING STRUCTURAL STEEL**

Metal surfaces of the existing structure where rivets and bolts are removed shall be cleaned and painted with a single coat of inorganic zinc in conformance with the provisions in Section 59-2, "Painting Structural Steel," Section 59-3, "Painting Galvanized Surfaces," and Section 91, "Paint," of the Standard Specifications and these special provisions.

The existing paint systems consist of materials listed in "Existing Highway Facilities" of these special provisions.

Prior to performing any painting or paint removal, 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 Painting Quality Work Plan (PQWP) for each item of work for which painting or paint removal is to be performed. As a minimum, each PQWP shall include the following:

- A. The name of each Contractor or subcontractor to be used.
- B. One copy each of all current ASTM and "SSPC: The Society for Protective Coatings" specifications or qualification procedures applicable to the painting or paint removal to be performed. These documents shall become the permanent property of the Department.
- C. A copy of the coating manufacturer's guidelines and recommendations for surface preparation, painting, drying, and curing of painted structural steel, including testing methods and maximum allowable levels for soluble salts.
- D. Proposed methods and equipment to be used for any paint application.
  
- E. Proposed methods to control environmental conditions in accordance with the manufacturer's recommendations and these special provisions.
- F. Proposed methods to protect the coating during the curing period.
- G. Proposed rinse water collection plan.
- H. A detailed paint repair plan for the repair of damaged areas.
- I. Procedures for containing blast media and water during application of coatings and coating repair of erected steel.
- J. Examples of proposed daily reports for all testing to be performed, including type of testing, location, lot size, time, weather conditions, test personnel, and results.

Certification in conformance with the requirements in SSPC-QP 1, SSPC-QP 2, and SSPC-QP 3 of the "SSPC: The Society for Protective Coatings" will not be required for cleaning and painting of existing structural steel.

Prior to submitting the PQWP, a prepainting meeting between the Engineer, the Contractor, and a representative from each entity performing painting for this project shall be held to discuss the requirements for the PQWP.

The Engineer shall have 3 weeks to review the PQWP submittal after a complete plan has been received. No painting or paint removal shall be performed until the PQWP for that work is approved by the Engineer. Should the Engineer fail to complete the review 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 reviewing the PQWP, 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.

It is understood that the Engineer's approval of the Contractor's PQWP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications.

The Contractor shall provide enclosures to permit cleaning and painting during inclement weather. Provisions shall be made to control atmospheric conditions inside the enclosures within specified limits during cleaning and painting operations, drying to solvent insolubility, and throughout the curing period in accordance with the manufacturer's recommendations and these special provisions. Full compensation for providing and maintaining such enclosures shall be considered as included in the prices paid for the various contract items of work requiring paint and no additional compensation will be allowed therefor.

Fresh, potable water with a maximum chloride content of 75 ppm and a maximum sulfate content of 200 ppm shall be used for water rinsing, pressure washing, or steam cleaning operations. No continuous recycling of rinse water will be permitted. If rinse water is collected into a tank and subsequent testing determines the collected water conforms to the specified requirements, reuse may be permitted by the Engineer if no collected water is added to the tank after sample collection for determination of conformance to specified requirements.

## **CLEANING**

Areas where paint is removed or damaged during retrofit construction shall be spot blast cleaned with abrasive blasting as required in Section 59-2.03, "Blast Cleaning," of the Standard Specifications. Blast cleaning shall not be performed until the surfaces are thoroughly dry.

Mineral and slag abrasives used for blast cleaning steel surfaces shall conform to the requirements for Class A, Grade 2 to 3 abrasives contained in SSPC-AB 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings," and shall not contain hazardous material.

Steel abrasives used for blast cleaning steel surfaces shall comply with the requirements of SSPC-AB 3, "Ferrous Metal Abrasive," of the "SSPC: The Society for Protective Coatings." If steel abrasive is recycled through shop or field abrasive blast cleaning units, the recycled abrasive shall conform to the requirements of SSPC-AB 2, "Specification for Cleanliness of Recycled Ferrous Metallic Abrasive," of the "SSPC: The Society for Protective Coatings."

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material for cleaning existing steel.

Abrasive blast cleaned surfaces shall be tested by the Contractor for soluble salts using a Class A or B retrieval method as described in Technology Guide 15, "Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates," of the "SSPC: The Society for Protective Coatings," and cleaned so the maximum level of soluble salts does not exceed the lesser of the coating manufacturer's written recommendations or 10 micrograms per square centimeter. Areas of abrasive blast cleaned steel shall be tested at the rate of 3 tests for the first 1,000 square feet prepared per day, and one test for each additional 1,000 square feet or portion thereof, at locations selected by the Engineer. When less than 1,000 square feet of surface area is prepared in a shift, at least 2 tests shall be performed. If levels of soluble salts exceed the maximum allowed by these special provisions, the entire area represented by the testing will be rejected. The Contractor shall perform additional cleaning and testing of rejected areas until soluble salt levels conform to these requirements.

Spot blast cleaned surfaces shall receive a single undercoat consisting of an inorganic zinc coating conforming to the requirements in AASHTO Designation: M 300, Type I or Type II, except that:

1. The first 3 sentences of Section 5.6, "Primer Field Performance Requirements," shall not apply for Type II coatings, and
2. The entire Section 5.6.1 shall not apply for either type of inorganic zinc coating.

If the Contractor proposes to use a Type I coating, the Contractor shall furnish to the Engineer for review documentation as required in Section 5.6 of AASHTO Designation: M 300. The Contractor shall allow the Engineer 14 days to review the proposal.

If the Contractor proposes to use a Type II coating, the coating shall be selected from the qualified products list, which may be obtained from the Transportation Laboratory.

The color of the inorganic zinc coating shall match Federal Standard 595B, No. 36373.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

The single coat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 8 hours of the start of blast cleaning. Abrasive blast cleaned steel shall not be exposed to relative humidity exceeding 85 percent prior to application of inorganic zinc.

The total dry film thickness of all applications of inorganic zinc, including the surfaces of outside existing members within the grip under bolt heads, nuts, and washers, shall be not less than 4 mils nor more than 8 mils, except that the total dry film thickness on each faying (contact) surface of high strength bolted connections shall be between one mil and the maximum allowable dry film thickness for Class B coatings as determined by certified testing in conformance with Appendix A of the "Specification for Structural Joints Using ASTM A325 or A490 Bolts" of the Research Council on Structural Connections (RCSC Specification). Unless otherwise stated, all inorganic zinc coatings used on faying surfaces shall meet the slip coefficient requirements for a Class B coating on blast-cleaned steel, as specified in the RCSC Specification. The Contractor shall provide results of certified testing showing the maximum allowable dry film thickness for the Class B coating from the qualifying tests for the coating chosen, and shall maintain the coating thickness on actual faying surfaces of the structure at or below this maximum allowable coating thickness.

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Metal surfaces coated with Type II inorganic zinc coating shall be protected from conditions that may cause the coating film to dissolve. The Contractor, at the Contractor's expense, shall repair areas where the coating has dissolved by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

Dry spray, or overspray, as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the "SSPC: The Society for Protective Coatings," shall be removed prior to application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

## **PAYMENT**

Blast cleaning and undercoat painting of blast cleaned areas will be measured by the square foot of spot blast cleaned areas and will be paid for as spot blast clean and paint undercoat.

The contract price paid per square foot for spot blast clean and paint undercoat shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in spot blast cleaning and painting undercoat on existing surfaces, including testing for soluble salts, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.24 MISCELLANEOUS METAL (RESTRAINER-CABLE TYPE) (MODIFIED)**

Miscellaneous metal (restrainer-cable type) (modified) shall conform to the provisions for bridge joint restrainer units in Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications and these special provisions.

Miscellaneous metal (Restrainer-Cable Type) (Modified) shall consist of cable assemblies, washers, cable nuts, and shim plates.

Cleaning and painting of existing contact surfaces of high strength bolted connections that contain rust, loose paint or other foreign substances, except loose dirt and dust, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Damage to existing paint caused by the Contractor's operations shall be repaired by the Contractor at the Contractor's expense.

Miscellaneous metal (restrainer-cable type) (modified) will be measured and paid for by the pound in the same manner specified for miscellaneous metal (restrainer) in Sections 75-1.06, "Measurement," and 75-1.07, "Payment," of the Standard Specifications.

### **SECTION 10-2. (BLANK)**

### **SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS**

#### **10-3.01 MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION**

Traffic Management System (TMS) elements include, but are not limited to ramp metering (RM) system, communication system, traffic monitoring stations, video image vehicle detection system (VIVDS), microwave vehicle detection system (MVDS), loop detection system, changeable message sign (CMS) system, extinguishable message sign (EMS) system, highway advisory radio (HAR) system, closed circuit television (CCTV) camera system, roadway weather information system (RWIS), visibility sensor, and fiber optic system.

Existing TMS elements, including detection systems, identified on the plans and located within the project limits shall remain in place, and be protected from damage. If the construction activities require existing TMS elements to be nonoperational or off line, and if temporary or portable TMS elements are not shown on the plans, the Contractor shall provide for temporary or portable TMS elements. The Contractor shall receive the Engineer's approval on the type of temporary or portable TMS elements and installation method.

Before work is performed, the Engineer, the Contractor, and the Department's Traffic Operations Electrical representatives shall jointly conduct a pre-construction operational status check of all existing TMS elements and each element's communication status with the Traffic Management Center (TMC), including existing TMS elements that are not shown on the plans and elements that may not be impacted by the Contractor's activities. The Department's Traffic Operations Electrical representatives will certify the TMS elements' location and status, and provide a copy of the certified list of the existing TMS elements within the project limits to the Contractor. The status list will include the operational, defined as having full functionality, and the nonoperational components.

The Contractor shall obtain written approval from the Engineer, at least 72 hours before interrupting existing TMS elements' communication with the TMC that will result in the elements being nonoperational or off line. The Contractor shall notify the Engineer at least 72 hours before starting excavation activities.

Traffic monitoring stations and their associated communication systems which were verified to be operational during the pre-construction operational status check, shall remain operational on freeway/highway mainline at all times, except:

1. for a duration of up to 15 days on any continuous segment of the freeway/highway longer than 3 miles
2. for a duration of up to 60 days on any continuous segment of the freeway/highway shorter than 3 miles

If the construction activities require existing detection systems to be nonoperational or off line for a longer time period or the spacing between traffic monitoring stations is more than the specified criteria above, and temporary or portable detection operations are not shown on the plans, the Contractor shall provide provisions for temporary or portable detection operations. The Contractor shall receive the Engineer's approval on the type of detection and installation before installing the temporary or portable detection.

If existing TMS elements shown on the plans or identified during the pre-construction operational status check, except traffic monitoring stations, are damaged or fail due to the Contractor's activity, where the elements are not fully functional, the Engineer shall be notified immediately. If the Contractor is notified by the Engineer that existing TMS elements have been damaged, have failed or are not fully functional due to the Contractor's activity, the damaged or failed TMS elements, excluding Structure-related elements, shall be repaired or replaced, at the Contractor's expense, within 24 hours. For a Structure-related elements, the Contractor shall install temporary or portable TMS elements within 24 hours. For nonstructure-related TMS elements, the Engineer may approve temporary or portable TMS elements for use during the construction activities.

The Contractor shall demonstrate that repaired or replaced elements operate in a manner equal to or better than the replaced equipment or as directed by the Engineer. If the Contractor fails to perform required repairs or replacement work, as determined by the Engineer, the State may perform the repair or replacement work and the cost will be deducted from monies due to the Contractor.

A TMS element shall be considered nonoperational or off line for the duration of time that active communications with the TMC is disrupted, resulting in messages and commands not transmitted from or to the TMS element.

The Contractor shall provide provisions for replacing existing TMS elements within the project limits, including detection systems, that were not identified on the plans or during the pre-construction operational status check that became damaged due to Contractor's activities.

If the pre-construction operational status check identified existing TMS elements, then the Contractor, the Engineer, and the Department's Traffic Operations Electrical representatives shall jointly conduct a post construction operational status check of all existing TMS elements and each element's communication status with the TMC. The Department's Traffic Operations Electrical representatives will certify the TMS elements' status and provide a copy of the certified list of the existing TMS elements within the project limits to the Contractor. The status list will include the operational, defined as having full functionality, and the nonoperational components. TMS elements that cease to be functional between pre and post construction status checks shall be repaired at the Contractor's expense and as directed by the Engineer.

The Engineer will approve, in writing, the schedule for final replacement, the replacement methods and the replacement elements, including element types and installation methods before repair or replacement work is performed. The final TMS elements shall be new and of equal or better quality than the existing TMS elements.

## **PAYMENT**

The contract lump sum price paid for maintaining existing traffic management system elements during construction shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in maintaining existing traffic management system elements as shown on the plans, specified in the Standard specifications and these special provisions, and as directed by the Engineer.

If no electrical work exists on the project and no TMS elements are identified within the project limits, the pre-construction operational status check will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Furnishing and installing temporary or portable TMS elements that are not shown on the plans, but are required when an existing TMS element becomes nonoperational or off line due to construction activities, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Furnishing and installing temporary or portable TMS elements and replacing TMS elements that are not shown on the plans nor identified during the pre-construction operational status check and were damaged by construction activities will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

If the Contractor is required to submit provisions for the replacement of TMS elements that were not identified, the provisions will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

## **SECTION 11. (BLANK)**

## **SECTION 12. (BLANK)**

## SECTION 13. RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

### 13-1.01 GENERAL

The term "Railroad" shall mean the Pacific Harbor Line Railroad Company.

It is expected that the Railroad will cooperate with the contractor to the end that the work may be handled in an efficient manner. However, except for the additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in the Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or additional compensation in the event his work is held up by work performed by the railroad.

The Contractor must understand the Contractor's right to enter the Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of the Railroad, Contractor's activities create a hazard to Railroad's property, employees, and operations.

The Contractor shall sign and submit to the Railroad the Contractor's Endorsement, in the form attached hereto.

### 13-1.02 RAILROAD REQUIREMENTS

The Contractor shall notify Mr. Robert Giannoble, Chief Engineer, 340 Water Street, Wilmington, CA 90744 at (310) 834-4594, Pacific Harbor Line R/R at Port of Long Beach.

48 hours notice required in advance of regular day shift, before performing any work on or adjacent to the property or tracks of the Railroad. Regular Day Shift is between 0600 hours through 1800 hours. Railroad wants a week to schedule employees if work requires night shifts, double shifts, or weekends.

Railroad's Flagging Rate is a Flat Rate of \$625 per day for 12 hour shift. Any work performed in excess of 12 hours will require a new flagman due to hours of service limits/requirements. The same rate applies for 4 hours work as it does for 12 hours or any portion thereof.

Any work requiring a total closure of the rail line must be coordinated and approved by Chief Engineer at least 10 days prior to the shutdown. Minor interruptions of three hours or less may be allowed as needed and would not apply to this condition.

The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, to expedite the work and avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. The responsibility of the Contractor for safe conduct and adequate policing and supervision of its work at the job site shall not be lessened or otherwise affected by the presence at the work site of Railroad representatives, or by the Contractor's compliance with any requests or recommendations made by Railroad representatives.

The Contractor shall perform work to not endanger or interfere with the safe operation of the tracks and property of Railroad and traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

The Contractor shall take protective measures to keep railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to railroad facilities resulting from Contractor's operations shall be repaired or replaced by Railroad and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall contact the Railroad's "Call Before You Dig" at least 48 hours prior to commencing work to determine location of fiber optics. If a telecommunications system is buried anywhere on or near railroad property, the Contractor will coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad Property.

The Contractor shall not pile or store any materials nor park any equipment closer than 25' to the centerline of the nearest track, unless directed by Railroad's representative.

The Contractor shall also abide by the following temporary clearances during the course of construction:

- A. 12' horizontally from centerline of track
- B. 21'-6" vertically above top of rail, with CPUC Approval.

The temporary vertical construction clearance above provided will not be permitted until authorized by the Public Utilities Commission. It is anticipated that authorization will be received not later than 15 days after the approval of the contract by the Attorney General. In the event authorization is not received by the time specified, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of authorization not being received by the said time, State will compensate the Contractor for such delay to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications and not otherwise.

Walkways with railing shall be constructed by Contractor over open excavation areas when in close proximity of tracks, and railings shall not be closer than 8'-6" horizontally from centerline of the nearest track, if tangent, or 9'-6" if curved.

Infringement on the above temporary construction clearances by the Contractor's operations shall be submitted to the Railroad by the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction there over. No extension of time or additional compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

When the temporary vertical clearance is less than 22'-6" above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

Four sets of plans, in U.S. Customary Units, 11" x 17" format, and two sets of calculations showing details of construction affecting Railroad's tracks and property not included in the contract plans, including but not limited to shoring and falsework, shall be submitted to the Engineer for review prior to submittal to Railroad for final approval. Falsework shall comply with railroad guidelines. Demolition of existing structures shall comply with Railroad guidelines. Shoring shall be designed in accordance with Railroad's shoring requirement and guidelines for shoring and falsework, latest edition, issued by Railroad's Office of Chief Engineer. Shoring and falsework plans and calculations shall be prepared and signed by a professional civil engineer registered in the State of California. This work shall not be undertaken until such time as the Railroad has given such approval. Review by Railroad may take up to 6 weeks after receipt of all necessary information.

The Contractor shall notify the Engineer in writing, at least 25 calendar days but not more than 40 days in advance of the starting date of installing temporary work with less than permanent clearance at each structure site. The Contractor shall not be permitted to proceed with work across railroad tracks until this requirement has been met. No extension of time or additional compensation will be allowed if the Contractor's work is delayed due to failure to comply with the requirements in this paragraph.

Private crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will not be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move equipment or materials across Railroad's tracks, the Contractor shall first obtain permission from Railroad. Should Railroad approve the crossing, the Contractor shall execute Railroad's form of Contractor's Road Crossing Agreement. By this agreement, the Contractor shall bear the cost of the crossing surface, with warning devices that might be required. The Contractor shall furnish its own employees as flagmen to control movements of vehicles on the private roadway and shall prevent the use of such roadway by unauthorized persons and vehicles.

Blasting will be permitted only when approved by the Railroad.

The Contractor shall, upon completion of the work covered by this contract to be performed by the Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad, Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of said Contractor, and cause said premises to be left in a clean and presentable condition.

Under-track pipeline installations shall be constructed in accordance with Railroad's current standards which may be obtained from Railroad. The general guidelines are as follows:

- A. Edges of jacking or boring pit excavations shall be a minimum of 20' from the centerline of the nearest track.
- B. If the pipe to be installed under the track is 4" in diameter or less, the top of the pipe shall be at least 42" below base of rail.
- C. If the pipe diameter is greater than 4" in diameter, it shall be encased and the top of the steel pipe casing shall be at least 66" below base of rail.
- D. Installation of pipe or conduit under Railroad's tracks shall be done by dry bore and jack method.
- E. Hydraulic jacking or boring will not be permitted.

#### **CONTRACTOR ROADWAY WORKER ON TRACK SAFETY PROGRAM AND SAFETY ACTION PLAN**

The Contractor must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan as provided for on the web site [www.contractororientation.com](http://www.contractororientation.com), which will be made available to Railway prior to commencement of any work on the Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Materials Safety Datasheets (MSDS) at the job site.

### **13-1.03 PROTECTION OF RAILROAD FACILITIES**

Upon advance notification of not less than 48 hours by the Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to Mr. Robert Giannoble, Chief Engineer at (310) 984-5780. At the time of notification, the Contractor shall provide Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require 10 working days advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

- A. When any part of any equipment is standing or being operated within 25', measured horizontally, from centerline of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track .
- B. For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
- C. During any clearing, grubbing, grading or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
- D. During any of Contractor's operations when, in the opinion of Railroad's representatives, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

The cost of flagging and inspection provided by Railroad during the period of constructing that portion of the project located on or near Railroad property, as deemed necessary for the protection of Railroad's facilities and trains, will be borne by the State for a period of 40 working days beginning on the date work commences on or near property of Railroad. The Contractor shall pay to the State liquidated damages in the sum of \$500 per day for each day in excess of the above 40 working days the Contractor works on or near Railroad property, and which requires flagging protection of Railroad's facilities and trains.

### **13-1.04 WORK BY RAILROAD**

The following work by Railroad will be performed by Railroad forces and is a part of the work under this contract.

- A. The Railroad will perform preliminary engineering inspection and flagging as specified in Section 13-1.03, "Protection of Railroad Facilities," of these special provisions.

### **13-1.05 DELAYS DUE TO WORK BY RAILROAD**

No delay due to work by the Railroad is anticipated.

If delays due to work by the Railroad occur, and the Contractor sustains loss which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment and plant, the amount of said loss shall be determined as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

If a delay due to work by Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications will be granted.

Construction activities with respect to the Project and/or future normal or routine maintenance Activity pertaining to said Structure, and which may be located in close proximity to Pacific Harbor Line tracks, shall be permitted during the Fourth Quarter of each Calendar Year.

### **13-1.06 LEGAL RELATIONS**

The provisions of Section 13-1, "Railroad Relations and Insurance Requirements," of these special provisions shall inure directly to the benefit of Railroad.

### **13-1.07 RAILROAD PROTECTIVE INSURANCE**

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

The State of California is Self-Insured, except for RPLI Insurance, which will be purchased by the Contractor.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

The following insurance coverage will be required:

- A. **General Liability** insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability with a separate general aggregate for the project (ISO Form CG 25 03 or equivalent). Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- B. **Automobile Liability** insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.
- C. **Workers' Compensation** insurance covering Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided.
- D. **Railroad Protective Liability** insurance naming the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 or equivalent) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). A binder of insurance for Railroad Protective Liability must be submitted to the Railroad and the original policy or a certified duplicate original policy must be forwarded to the Railroad when available.

Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Railroad. Contractor and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. The policy(ies) required under (a) and (b) above shall provide severability of interests and shall name Railroad as an additional insured.

Prior to commencing the Work, Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsements and upon request, a certified duplicate original of any required policy. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company(ies) acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better, and authorized to do business in the state(s) in which the Work is located.

Contractor warrants that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who has been instructed by Contractor to procure the insurance coverage required by this Agreement.

If Contractor fails to procure and maintain insurance as required, Railroad may elect to do so at the cost of Contractor.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

### CONTRACTOR'S ENDORSEMENT

- A. As a condition to entering upon Railroad's right-of-way to perform Work pursuant to this agreement, Licensee's contractor, \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of this agreement relating to the Work to be performed and the insurance requirements set forth in Exhibit A-1. Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of Exhibit A to this agreement does not apply to Contractor and in no way limits the indemnities set forth in those provisions, to which Contractor agrees to be bound.

- B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in paragraph (d) of Exhibit A-1, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage required pursuant to Exhibit A-1 in a policy or policies which contains the following type endorsement:

PACIFIC HARBOR LINE RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of Work on behalf of the Licensee.

- C. All insurance correspondence, binders or originals shall be directed to:

Folder No. \_\_\_\_\_  
PACIFIC HARBOR LINE RAILROAD  
Mr. Robert Giannoble  
340 Water St.  
Wilmington, CA 90744  
(310) 984-5780  
FAX # \_\_\_\_\_

- D. Please note that fiber optic cable may be buried on Railroad's property. Prior to commencing any work, Contractor agrees to contact Robert Giannoble, Chief Engineer at (310) 984-5780 to determine if any fiber optic cable is located on Railroad's property on or near the location where the work is to be performed. If there is, Contractor must comply with the terms and conditions of Section 5 of Exhibit A before commencing any work on Railroad's property.
- E. Contractor agrees to also contact Robert Giannoble, Chief Engineer, Railroad's Manager-Track Maintenance at (310) 984-5780 at least 48 hours prior to working on Railroad's property in order for Railroad to coordinate the Contractor's work with Railroad's operations and to make arrangements for flagging protection (if applicable).

This endorsement shall be completed and directed to:

Mr. Robert Giannoble  
Chief Engineer  
340 Water Street  
Wilmington, CA 90744

\_\_\_\_\_  
CONTRACTOR (print name on above line)

By: \_\_\_\_\_  
Title: \_\_\_\_\_